

JOINT CITY COUNCIL/PLANNING COMMISSION WORK SESSION: A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be a discussion regarding accessory dwelling units and to answer any questions the City Council may have on agenda items. The public is welcome to attend.

**FARMINGTON CITY COUNCIL MEETING
NOTICE AND AGENDA**

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, March 5, 2019, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

The agenda for the meeting shall be as follows:

CALL TO ORDER:

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

PRESENTATIONS:

7:05 Recognition of Shane Pace for obtaining his ICMA Credentials Manager Designation

7:10 Recognition of Emily Pace for her Dedicated Service to the Youth City Council

7:15 Introduction of the New Youth City Council Members and the Administration of Oath of Office

NEW BUSINESS:

7:30 Planned Unit Development (PUD) Application for Greens

7:50 Gemperline Plat Amendment Proposal for Somerset Farm

8:00 Consideration for Adoption of a Resolution Authorizing the Issuance and Sale of not more than \$1,300,000 Aggregate Principal amount of Excise Tax Revenue Bonds, Series 2019; and Related Matters

SUMMARY ACTION:

(Items listed are considered routine in nature and will be voted on in mass unless pulled for separate discussion)

8:05 Minute Motion Approving Summary Action List

1. Approval of Minutes from February 19, 2019
2. Bill of Sale for the 650 West Tiger Grant Project Improvements
3. Parks Master Plan 2019 Addendum
4. TDR Agreement for Sydney Corner Subdivision
5. Water Impact Fee Analysis Contract
6. Animal Control Contract with Davis County
7. Interlocal Agreement with Davis County for Election Services
8. Justice Court Revenue/Purchase of Equipment
9. New Football Helmets for Recreation Football League
10. Surplus Property – 2003 Ford Explorer

OLD BUSINESS:

8:10 Lund Lane Interlocal Agreement with Centerville City

8:15 Burke Lane Road Design Change Order

GOVERNING BODY REPORTS:

8:20 City Manager Report

1. Fire Monthly Activity Report for January
2. Building Activity Report for January

8:25 Mayor Talbot & City Council Reports

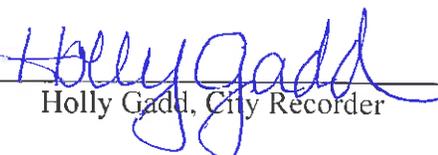
ADJOURN

CLOSED SESSION

Minute motion adjourning to closed session, if necessary, for reasons permitted by law.

DATED this 28th day of February, 2019.

FARMINGTON CITY CORPORATION

By:  _____
Holly Gadd, City Recorder

***PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.

CITY COUNCIL AGENDA

For Council Meeting:
March 5, 2019

S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance

It is request that City Councilmember Brett Anderson give the invocation to the meeting and it is requested that City Councilmember Alex Leeman lead the audience in the Pledge of Allegiance.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
March 5, 2019

S U B J E C T: Recognition of Shane Pace for obtaining his ICMA Credentials Manager Designation

ACTION TO BE CONSIDERED:

None.

GENERAL INFORMATION:

David Larson and Corbin Lee from the Utah City Managers Association will be making this presentation.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
March 5, 2019

S U B J E C T: Recognition of Emily Pace for her Dedicated Service to the Youth City Council

ACTION TO BE CONSIDERED:

None.

GENERAL INFORMATION:

Mayor Jim Talbot will be making this presentation.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

CITY COUNCIL AGENDA

For Council Meeting:
March 5, 2019

S U B J E C T: Introduction of the New Youth City Council Members and the Administration of Oath of Office

ACTION TO BE CONSIDERED:

None.

GENERAL INFORMATION:

Mayor Jim Talbot will introduce the new Youth City Council Members and perform the Administration of Oath of Office.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

Youth City Council 2019

Erik Baer	Sarah Mceuen
Emmaretta Barnett	Megan Miller
Brecken Barnson	Amberly Morrow
Corrienne Bice	Avery Nobles
Sadie Bergen	Maggie Paget
Ashley Crosland	Logan Perez
Sterling Freebairn	Caroline Regis (Mayor)
Anna Godfrey	Spencer Shumway
Livy Hendricks	Makenna Smith
Megan Johnson	Thomas Stratford
Cali Layton	Taylor Thomas
Katelyn Lemon	Walker Tracy
Emerson Manning	Sophie Wayment
Emma Marston	Lauren Weddington

CITY COUNCIL AGENDA

For Council Meeting:
March 5, 2019

S U B J E C T: Planned Unit Development (PUD) Application for Greens

ACTION TO BE CONSIDERED:

See staff report for recommendation.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen, Community Development Director.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMERE
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: March 5, 2019

SUBJECT: **Planned Unit Development Application Farmington Greens**

ALTERNATIVE MOTIONS

- A. Move that the City Council Amend the Farmington Greens PUD as requested by the applicant by approving the list [see below] of proposed deviations of the requirements of said PUD for Community Commercial Services and direct staff to prepare an enabling ordinance and an amendment to the development agreement for Council ratification and/or approval.

Findings

To be determined by the City Council

- OR -

- B. Move the City Council deny the request to amend the Farmington Greens PUD.

Findings

To be determined by the City Council

Community Commercial Services Property Owner Request of Deviations from Existing Requirements Farmington Greens PUD			
Requirement		Existing	Request
1.	Front Setback (11-10-040 A)	30'	10'
2.	Side Corner Setback (11-10-040 A)	25'	10'
3.	Rear Setback (11-10-040 A)	30'	10'
4.	Minimum parking required shall not be located within the minimum front or side yard required setback adjacent to a public street (11-10-060 B, and 11-32-030 E)	25 to 30'	0 to 2'
5.	Minimum gross area of the site which shall be landscaped (11-28-220 B. 5)	20%	14.6%

6.	Lot Coverage. Not more than a certain percentage of a lot shall be covered by buildings (11-10-040 C)	25%	39.4%
Other			
A.	Minimum Parking Spaces Required. The 39 on-site parking spaces as shown on the site plan almost meets the 40 spaces required for the 13,572 s.f. Building "A" if such building is intended exclusively for office use, but if intensive commercial businesses occupy part or all of the building, more spaces are required. The City must still determine if more spaces will be necessary for the storage use portion of the site (11-32-040)		
B.	If it is determined that the proposed parking lot is located across the street from a residential use or residential zone, a landscape berm, three feet in height with a slope ratio not exceeding one vertical foot for each three feet (3') of horizontal distance shall be required within the required setback along the street (11-7-070 G. 5)		

BACKGROUND

The property owner, Green Meadows, submitted a Planned Unit Development application (#S-21-17) to enable the implementation of a site plan for a Class A Self Storage facility and other non-residential uses at the southeast corner of 1525 West and Clark Lane (2.63 acres, Davis County Tax I.D. #08-072-0016) on a site identified on the Farmington Greens Development Plan as “Commercial Community Services”. On March 6, 2018, the City Council held a public hearing and tabled consideration of the application.

As per Section 11-27-010 of the Zoning Ordinance: “The intent of this [the Planned Unit Development chapter] is to [among other things] promote flexibility in site design”. The first sentence of Section 11-27-020 states: “A planned unit development is a large scale, predominantly residential development in which the regulations (except street construction standards) of the underlying zone are waived to allow flexibility and innovation in site and building design in accordance with a PUD Master Plan approved by the Planning Commission and City Council.” Section 11-27-040 further states:

A planned unit development designation shall be used in combination with existing zones as designated above and not applied to a land area independently. The planned unit development designation (PUD) shall become a suffix to the zone with which it is combined; for example, R-8 (PUD). Approval of the planned unit development shall be accomplished in the same manner as other amendments to the official zoning map in compliance with chapter 6 of this title.

Specific findings shall be made for are any approval of a Planned Unit Development application, or a proposed Preliminary (PUD) Master Plan, as set forth in Section 11-27-070 as follows:

A. Layout: The proposed layout will provide a more pleasant and attractive living environment than a conventional development established under the strict applications of the provisions of the underlying zones. The Planning Commission shall consider the architectural design of the buildings and their relationship on the site and their

relationship to development beyond the boundaries of the proposed planned unit development. The Planning Commission shall consider the landscaping and screening as related to the several uses within the proposed planned unit development and as a means of its integration into its surroundings.

B. Consideration Of Adjacent Property: The proposed planned unit development will create no detriment to property adjacent to the planned unit development and to this end the Planning Commission may require that the uses of least intensity or greatest compatibility be arranged around the boundaries of the project. The Planning Commission may require that yard and height requirements for the adjacent zone apply on the periphery of the planned unit development.

C. Efficient Use Of Land: The proposed planned unit development will provide more efficient use of the land and more usable open space than a conventional development permitted in the underlying zone. The Planning Commission shall consider the residential density of the proposed development and its distribution.

D. Compensation For Increased Density: The increased density allowed within the planned unit development will be compensated by better site design and by the provision of increased amenities, common open space and recreational facilities. To ensure this requirement is achieved, site plans and other plans should be prepared by design professionals.

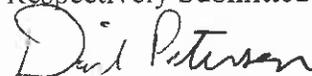
E. * Any variation allowed from the development standards of the underlying zone will not increase hazards to the health, safety or general welfare of the residents of the proposed planned unit development. Based on its action on the preliminary PUD Master Plan, the Planning Commission shall make recommendations to the City Council. A recommendation for approval of the preliminary PUD Master Plan shall also include a list of recommendations for deviation from the requirements of the underlying zone requirements.

[* Note: the words "Hazards Not Increased; Recommendations:" were inadvertently placed at the beginning of sub-paragraph E during the last codification update of the ordinance].

Supplemental Information

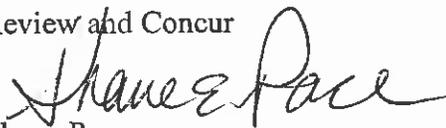
1. Vicinity Map
2. Farmington Greens Development Plan
3. Site Plans from applicant
4. Building Elevations from applicant

Respectively Submitted



David Petersen
Community Development Director

Review and Concur



Shane Pace
City Manager

ArcGIS Web Map



Farmington Greens

Development Plan

E 1624 LB B 2713 P 1205

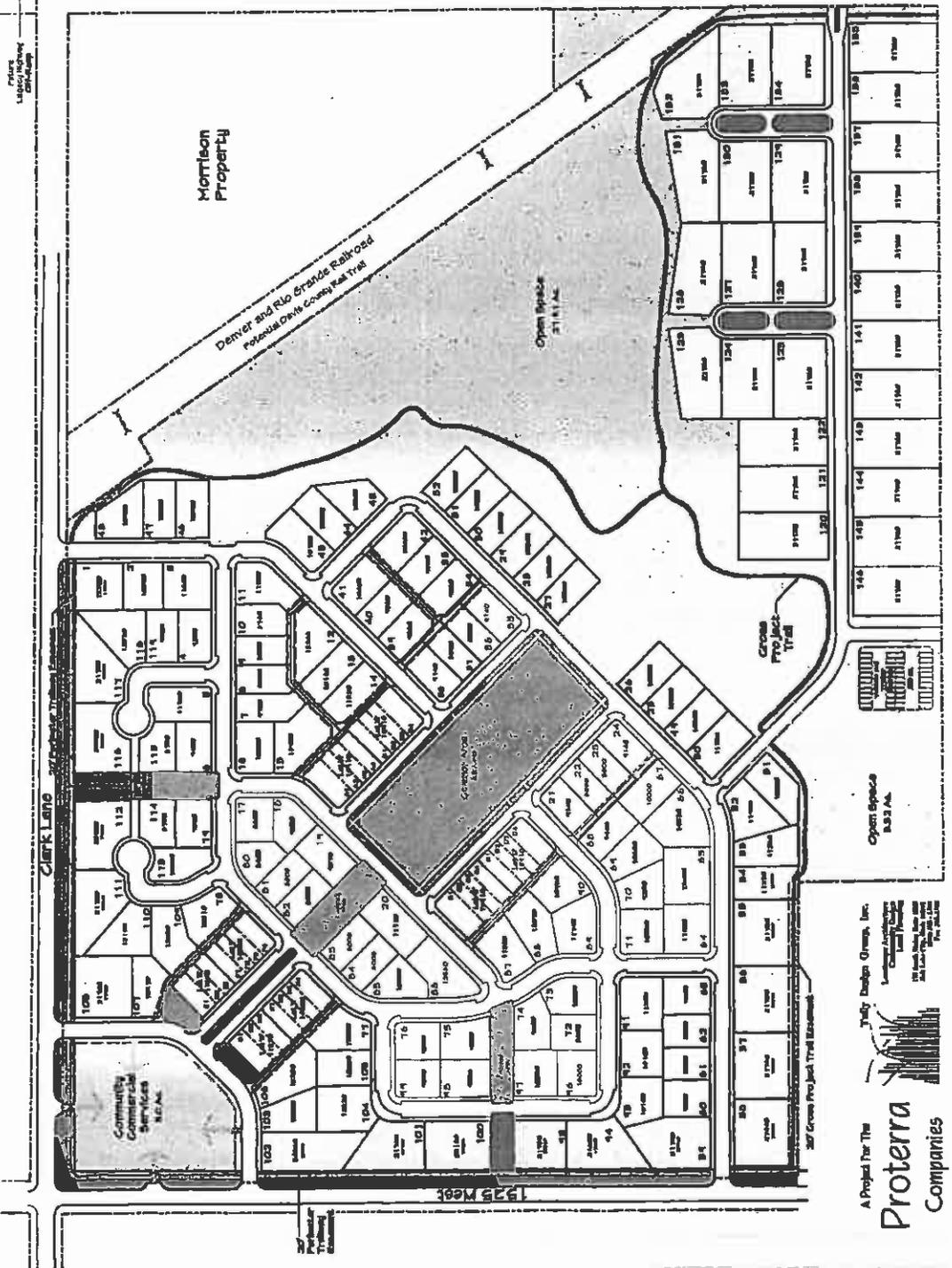
LEGEND

- Equilibrium Lot Homes
2,1750 s.f. and larger
- Large Lot Single Family
10000 - 21000 s.f.
- Medium Lot Single Family
4000 - 10000 s.f.
- Medium Lot Single Family
8000 - 9000 s.f.
- Village Home Lots
11500 - 16450 s.f.
- Community Support
and Commercial Services
- Common Areas
- Open Space
- Common Area

Project Density
 176 Homes on 99.9 Acres
 1.8 Homes / Acre
 52.0 Acres Open Space
 99 % Open Space
 9.5 Acres Services
 9.6 % Services



Prepared by Jeffrey D. Smith, P.E.
 Jeffrey D. Smith, P.E.
 10000
 State of Colorado
 No. 10000
 RECEIVED JUL 05 2007

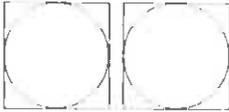


A Project for The
Proterra
 Companies

Jeffrey Design Group, Inc.
 10000
 State of Colorado
 No. 10000



**Mandelstod
Architecture
& Design, Inc.**
4545 North Highway 200
Farmington, CT 06031
860.877.8996

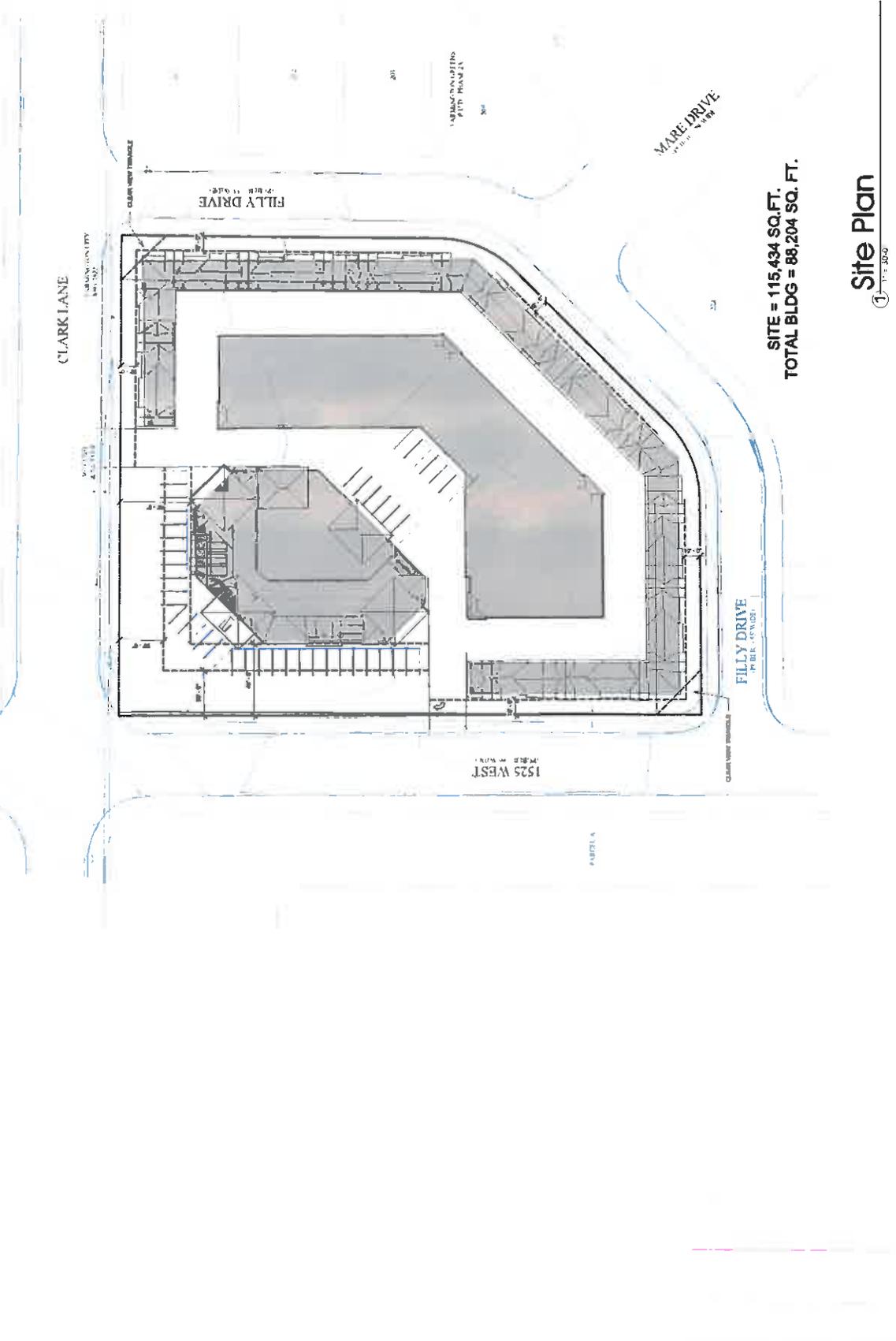


Project:
FARMINGTON STORAGE
X
X

Revision	Date	By	Check

Prepared	Checked	Approved

A0.1

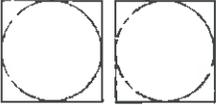


**SITE = 115,434 SQ. FT.
TOTAL BLDG = 88,204 SQ. FT.**

Site Plan



Mendenhall
Architecture
& Design, Inc.
www.mendenhall.com
10000 1st Avenue, Suite 100
Seattle, WA 98148
P: 206.461.1100
F: 206.461.1101



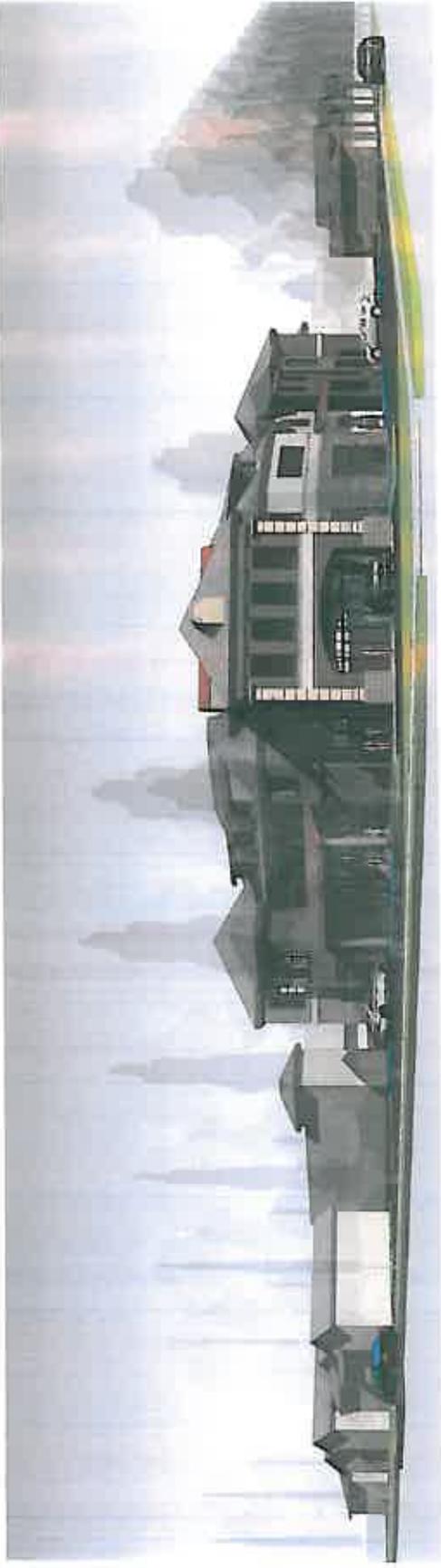
DATE: 11/11/2011
PROJECT: FARMINGTON STORAGE
DRAWN BY: J. HARRIS
CHECKED BY: J. HARRIS
SCALE: 1/8" = 1'-0"

Project: FARMINGTON STORAGE
X
X

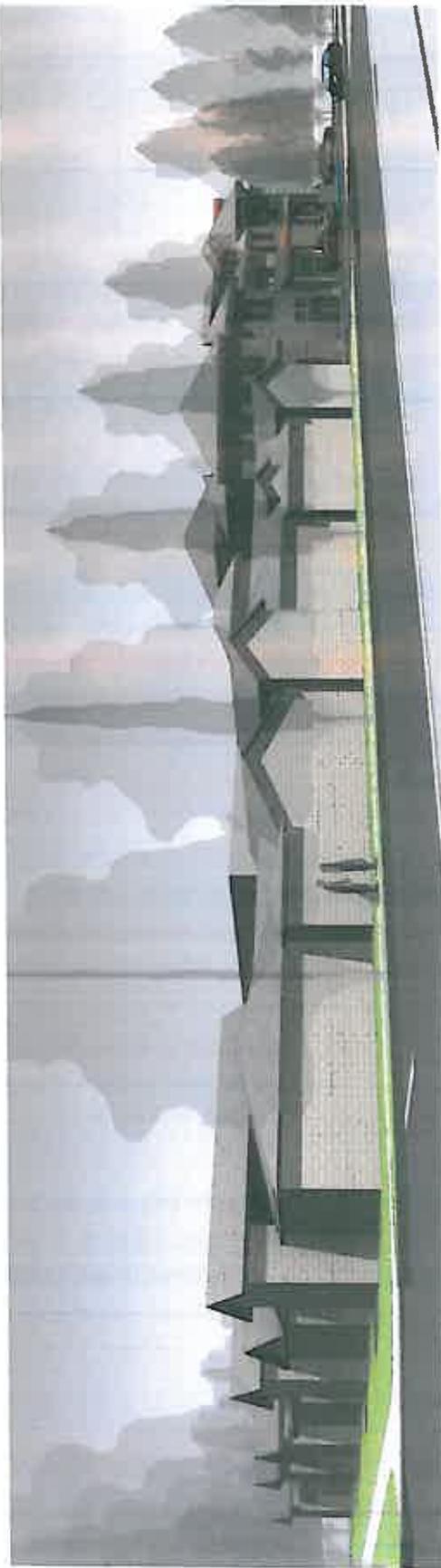
NO.	DATE	DESCRIPTION
1	11/11/2011	ISSUED FOR PERMIT

NO.	DATE	DESCRIPTION
1	11/11/2011	ISSUED FOR PERMIT

Sheet: A2.1



① 3D View - BLDG A



② 3D View - CLARK LANE

CITY COUNCIL AGENDA

For Council Meeting:
March 5, 2019

S U B J E C T: Gemperline Plat Amendment Proposal for Somerset Farm

ACTION TO BE CONSIDERED:

Approve the proposed plat amendment to the Somerset Farm PUD as requested.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen, Community Development Director.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: David E. Petersen, Community Development Director
Date: March 5, 2019
SUBJECT: **GEMPERLINE PLAT AMENDMENT PROPOSAL FOR SOMERSET FARM (APPLICATION #S-1-19)**

RECOMMENDATION

Approve the proposed plat amendment to the Somerset Farm P.U.D. as requested.

BACKGROUND

Farmington City received a petition from Andrew and Lisa Gemperline requesting approval to amend the Somerset Farm Planned Unit Development subdivision plat by adjusting the common boundary between Lot 29 (673 West Kensington St.) and Lot 30 (651 West Kensington St.) and adding 1,661 square feet from the Leonard Lane subdivision to Lot 30. No new lot, or lots, will be created. Please see enclosed petition and accompanying information.

Respectively Submitted

David Petersen

Community Development Director

Review and Concur

Shane Pace

City Manager



December 27, 2018

Farmington Mayor and City Council
160 S. Main St.
Farmington, UT 84025

Dear Mr. Mayor and Farmington City Council Members,

As residents of 673 W. Kensington St. (Lot 29 of Somerset Farm PUD) and owners of Lot 30 (651 W. Kensington St.), we respectfully request that you accept this letter as a petition to make the changes in the attached proposed plat map for Lots 29 and 30 in the Somerset Farm PUD.

My wife Lisa and I are the owners of Lot 30 and have acquired a small triangular parcel of land that is approximately 1,661 square feet adjacent and south of Lot 30. The deed for the triangular parcel is recorded as Davis County Recorder record E 3134197 B 7161 P 136. We would like to consolidate this triangular parcel with Lot 30 to be able to build a home on the consolidated parcel. An aerial photo with the newly acquired parcel and vicinity is depicted below:





Also, a survey revealed that the existing home built on Lot 29 encroaches over the property line slightly onto the vacant Lot 30 of the Somerset Farm PUD. The proposed plat map effectuates a lot line adjustment, along with the other changes, to bring Lot 30 to a buildable state.

Please see the numbered list below as a narrative of the items the new proposed plat map will address:

- 1) Adjusts the property line between Lot 29 and Lot 30, so the existing home on Lot 29 will no longer encroach onto Lot 30.
- 2) Creates a perpetual access easement in favor of Lot 29 so that the owners of Lot 29 can access their back yard and the entrances on the east side of the home.
- 3) Consolidates the recently acquired 1,661-square foot triangular piece of land with Lot 30.
 - a. The Somerset Farm HOA Board approved the condition that the consolidation will not change the boundary of the Somerset Farm PUD.
- 4) Vacates the existing public utility easement that runs along the rear 7 feet of Lot 30. Vacation of the public utility easement was approved by the Somerset Farm HOA Board, along with the four dry utility providers listed below:
 - a. Rocky Mountain Power
 - b. Centurylink
 - c. Dominion Energy
 - d. Comcast
- 5) Reduces the rear setback from 25 feet to 20 feet on Lot 30. (Approved by the Somerset Farm HOA Board.)
- 6) Creates a new utility easement on Lot 30 for an existing secondary water main line owned by Benchland Water District that is not currently in a recorded easement.
- 7) Reduces the setback on the east property line of Lot 30 from ten feet to five feet. (Consent given by the neighbor to the east and approved by the Somerset Farm HOA Board.)
- 8) Creates a non-perpetual, revocable easement in favor of Lot 31 that allows the owners of Lot 31 to cross the sidewalk that encroaches onto Lot 30.

The changes proposed on the updated plat map will remove any cloud from the title to Lots 29 and 30, and will bring Lot 30 to a buildable state. The changes proposed are reasonable, and the most efficient manner to correct the issues with both sites' current situation.

For your reference we are attaching the following documents, in addition to the proposed plat map:

- 1) Letters from utility companies approving vacation of existing public utility easement.



- 2) Corporate Resolution number 2018-002 with exhibits from Somerset Homeowners Association Board stating that the Somerset HOA Board approved the requests from the letter addressed to them dated July 2, 2018.
- 3) Copy of the letter with the requests to the HOA Board dated July 2, 2018.
- 4) Letter from neighbor to east (Lot 31) consenting to reduction in setback on east property line of Lot 30.

My neighbor and colleague Greg Wall with Avenue Consultants, an engineering and land development firm, is assisting me with the petition process and can represent any of my interests in regard to this petition.

We respectfully ask you to approve our request to make the changes to Lots 29 and 30 of the Somerset Farm PUD in the attached plat map. Please let us know if you have any questions, and we will do our best to answer them.

Best Regards,

Andrew Gemperline
Andrew Gemperline (Property Owner)

Date 01/02/2019

Lisa Gemperline
Lisa Gemperline (Property Owner)

Date 01/02/2019

Greg Wall
Greg Wall (Representative/Neighbor)

Date 01/03/2019

November 12, 2018

HOA Board Members
Somerset Farm PUD
898 N 750 W
Farmington, UT 84025

Dear Somerset Farm HOA Board Members,

My name is Jay Peck and I live at 639 W. Kensington St. in Somerset Farm, which is Lot Number 31 of the Somerset Farm PUD Plat. My neighbors, Andrew and Lisa Gemperline, approached me about their desire to build a new home on Lot 30 which they own that is adjacent to and immediately west of my home. The Gemperlines currently reside in the home at 673 W. Kensington St. which is two lots west of my home and is Lot 29 of the Somerset Farm PUD.

Andrew explained to me that a prior owner of the home in which they currently reside made an addition on the east side of the home that incorrectly crossed the lot line, causing the adjacent Lot 30 to be narrower. I understand that Andrew approached the HOA Board to establish the buildable area on Lot 30, and that the Architectural Committee asked him to get in touch with me to get my input on what Andrew is proposing. I'm happy to provide that input in this letter.

Andrew asked me if I would be in favor of allowing the east building setback of Lot 30 to be reduced from 10 feet to five feet. He explained that the CC&R's for Somerset Farm state that a 10-foot side setback should be maintained. The intent of the CC&R's is to maintain a minimum distance of 20 feet between homes in the PUD. The closest point between the footprint of the home where I live and the lot's west property line is approximately 16.41 feet (See Figure 1). With the 5-foot side setback that Andrew and Lisa are requesting, there would be 21.41 feet between the home the I reside in and the closest point of a new Gemperline's footprint on Lot 30, which would exceed the 20-foot intent of the CC&R's.

In this specific case, I (as a resident at lot 31, but not the owner of lot 31) am agreeable to the HOA Board allowing the side setback on Lot 30 to be reduced to 5 feet. I feel the intent of the CC&R standard is being met, and that the five-foot reduction in the side setback will benefit the

Gemperlines. I feel that the request made to the HOA Board yields a good result for both me and the Gemperlines, and respectfully request that the Board approve the Gemperline's request. Should any members of the HOA Board have any questions regarding this matter, please contact me at 801-923-8450.

Best Regards,

A handwritten signature in black ink, appearing to read 'E. Jay Peck', with a long horizontal flourish extending to the right.

E. Jay Peck

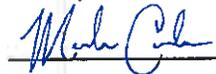
CORPORATE RESOLUTION OF SOMERSET HOMEOWNERS ASSOCIATION
a Utah non-profit corporation, Entity number: 1472942-0140
Resolution No. 2018-002

On the 18th day of December, 2018, the Board Of Directors Of Somerset Homeowners Association held a meeting in the City of Farmington, in Davis County, Utah. The meeting was duly noticed to homeowners as required by Utah Code Ann. § 57-8a-226. A quorum of the Directors/Trustees was present. The following business was conducted:

1. At meeting of the Board of Directors/Trustees held on November 17, 2018, Greg Wall presented a request on behalf of Andrew Gemperline to approve changes in easements and setbacks as set out in a 9-page letter dated July 2, 2018. See attached Exhibit A. He also provided a letter showing agreement of adjoining land owner Jay Peck, attached as Exhibit B, and a letter dated August 7, 2018, from Century Link which agreed to vacate an easement. A vote on the request was deferred to allow new board members time to read and consider the request and related documents.
2. Resolved that the request by Andrew Gemperline is approved as to the eight items listed under the conclusion on pages 8 and 9 of the July 2, 2018, letter attached as Exhibit A.
3. Resolved that Mark H. Howard, in his capacity as President of the Somerset Homeowners Association is authorized to sign documents and take such action as is necessary to implement the approval and assist Andrew Gemperline in achieving the eight items listed under the conclusion on pages 8 and 9 of the Jul 2, 2018, letter attached as Exhibit A.
4. Resolved that if additional questions arise related to this request, then Andrew Gemperline may bring them to the Board for further review and consideration.

I, Matthew Coulam, Secretary of the Somerset Homeowners Association, a non-profit corporation incorporated under the laws of the State of Utah, do hereby certify that the foregoing is a full, true and correct copy of a resolution of the Board of Directors/Trustees of said corporation, duly and regularly adopted by the Board of Directors/Trustees of said corporation on the 18th day of December, 2018, at which meeting a majority of the Board of Directors/Trustees of said corporation was present and voted in favor of said resolution.

IN WITNESS WHEREOF, I have signed this resolution in my capacity as Secretary, this 18th day of December, 2018.

 _____, Matthew Coulam, Secretary



July 2, 2018

Somerset HOA Board Members
898 N 750 West
Farmington, UT 84025

Dear Somerset HOA Board Members,

My name is Greg Wall, and I work for an engineering and land development consulting firm called Avenue Consultants. I live in Somerset Farm and am assisting my colleague and neighbor Andrew Gemperline to resolve some lot line issues at Lots 29 and 30 of Somerset Farm.

Background:

Andrew and his wife Lisa currently lives at 673 W. Kensington St. which is lot 29 of Somerset Farm. The Gemperlines also own 651 W. Kensington St. which is Lot 30 of Somerset Farm. Lot 30 is immediately east of the Gemperline's home and is currently a landscaped vacant lot with a garden.

Andrew's parents are both in their 90's, and Andrew and Lisa see the wisdom in building a home for themselves with all the necessary amenities on the ground level. The Gemperlines would like to be able to build that home on Lot 30, and have taken the steps to begin preparing the lot so a home can be built on it.

Andrew Gemperline asked me to represent him in the process to bring Lot 30 to a buildable state. I contacted the Somerset HOA President, Keith Facer, on May 25, 2018 to request an agenda item to discuss the Gemperline properties. Keith asked me to meet with the Architectural Committee members before meeting with the HOA Board.

I met with Andrew Soderquist and Josh Cummings from the Architectural Committee at the site on June 14th, 2018 and go their input. I also spoke to Matt Cowan, who is the HOA Board member over the Architectural Committee, about the items on a phone call for about a half an hour on June 13th. I've incorporated their feedback and comments into this request.

Municipality and HOA Board Involvement:

The jurisdiction for the property from a planning & zoning perspective and from a building/inspections perspective is Farmington City. However, since Somerset is a Planned Unit Development (PUD) the Somerset Covenants, Conditions, and Restrictions (CC&R's) act as the Farmington City ordinance on some items such as building height, setbacks, etc. within the PUD. I met with David E. Peterson, the



Farmington City Community Development Director who oversees the Farmington Planning and Zoning Department, and received the City's views on the items relating to Gemperline's properties. On four of the items relating to the Gemperline's property, Farmington City would like some input or needs approval from the Somerset HOA Board. The items are listed below and detailed in subsequent sections.

- 1) Acquisition of additional 1,661 (.04 acre) of property to the south of Lot 30 from Mr. Leonard.
- 2) Lot Line adjustment on property boundary that separates Lots 29 and 30.
- 3) Handling of Utility Easements
- 4) Establishment of setbacks for Lot 30 considering changes from items 1 and 2 above.

Acquisition of Additional Land to South

The rear property line of Lot 30 is on an angle, with the short side on the east. With the setbacks from the CC&R's for Somerset Farm, the depth of a home on the east side of the lot would be minimal, at only 44.52 feet. Andrew Gemperline spoke to his neighbor to the south, Mr. Glen Leonard, who agreed to sell the Gemperlines a small piece of land that would square off Lot 30. The small triangular piece that is depicted with a hash pattern below, will add 1,661 square feet (.04 acres) to the Gemperlines' property. The additional area would allow the depth of the footprint of a home on the east side to increase to 90.15 feet. Below is a diagram overlaid on an aerial photo of the additional parcel:





The Gemperlines had a party interested in purchasing Lot 30 in 2013. The Gemperlines and the potential buyer had a survey completed by John W. Francom & Associates Inc. Land Surveyors from Bountiful and discovered that the addition to the home was not 5 feet off the property line, but actually crossed the property line by up to 2.96 feet. Please see the area shaded red in the survey below for the portion of the home that crosses over the property line:



Because the Gemperlines did not cause the problem with the addition to the home crossing over the property line, and in fact did all that he could with their due diligence leading up to the purchase of the home to verify that there were no problems, Farmington City views the current condition as a legal non-conforming use. Although they would not normally approve a building permit with a structure built to the property line of the parcel on which it sits, in this case, they recommended adjusting the property line to conform with the perimeter wall of the as-built condition of the home. This would eliminate the normally required setback but would allow Lot 30 to not have an odd triangular portion removed from its west side so it would be more practical on which to build a home.



This lot line adjustment would still be a legal non-conforming use, but it would better the situation from the condition the home is in now. The City of Farmington is willing to record an affidavit with Davis County that says they approve of the lot line adjustment, so when the new parcel map is submitted for recording, it will not be disapproved by the county recorder. We offered to create a perpetual exclusive access easement in favor of the owners of the home in which the Gemperlines currently reside, so they can access the doors on the east side of the home. The City of Farmington agreed that the access easement would work well.

We respectfully ask the HOA Board's permission to adjust the lot line as the City of Farmington's Community Development Director recommends. This would require the same signature of the HOA Board President on the mylar of the new parcel map for Lot 30.

Utility Easements

The original plat map of the Somerset Farm subdivision, in Note 4, stipulated that a new 7' wide utility easement be established on the rear property line of each parcel of the subdivision:

④ 7' UTILITY EASEMENT ON REAR AND SIDE
LOT LINES AS SHOWN.

With the additional triangular piece of land to the south, the Gemperlines would like to vacate the utility easement that runs along the existing rear property line of the parcel. Per Farmington City procedure, we have contacted the four dry utilities—Rocky Mountain Power for electrical, Dominion Energy for Natural Gas, Comcast for Cable and CenturyLink for Phone, to request that they identify whether they have utilities in the existing easement, and whether they would be willing to abandon the easement. All but CenturyLink have signed documents stating that there are no utilities within the easement, and that they agree to abandon it. CenturyLink is verifying if they have a phone line just east of the west property line of Lot 30. Their computer records indicate a phone line is there, although it should have been located two lot lines westward, between Lots 27 and 28 per the recorded easement on the PUD parcel map. They are willing to abandon the easement, except a 7' portion on the west property line if there is a phone line in it. The footprint of the new house would not affect this portion of the utility easement.

We also contacted Benchland Water, which provides the secondary irrigation water to the HOA. They flagged on the surface the location of their underground water main which extends from Kensington St. through a 5' irrigation ditch easement immediately east of Lot 30 to the top of Leonard Lane and provides irrigation water for the Leonard Lane PUD. It appears that Benchland may have intended to use the existing 7' utility easement but missed it by about 23 feet to the south. Since that irrigation main line would be outside of a utility easement where it crossed onto the Gemperline property, we proposed to work with Benchland to establish a new easement that follows the location of the existing water main line and is shaded purple in the screenshot on the following page.

Because there are no utilities in the existing 7' utility easement at the rear of the existing Lot 30, and because the utility companies who Farmington City requires us to contact have agreed to abandon it,



Setbacks for Lot 30

When I met with the Architectural Committee, Andrew Soderquist let me know that Farmington City has an ordinance that doesn't allow a driveway to abut the front property line of a lot closer than 6 feet to the side property line of the lot. The purpose for this ordinance is so that two driveways don't abut on a property line without some landscaping or buffer between them. In the case of Lot 30, the Farmington Community Development Director, David Peterson, said he would be willing to grant an administrative variance to that requirement, since the driveway of the home to the east is over 25 feet from the property line, and the driveway of the home to the west is over 15 feet away. We'd like to request the HOA Board agree to that administrative variance to allow for flexibility in the design of the future driveway location on Lot 30.

The building footprint setbacks within Somerset Farm are stipulated in Exhibit D of the CC&R's and are as follows:

Front Yard:	20'
Side Yard:	10'
Rear Yard:	25'
Side Yard Driveway:	12'

Interestingly, the setbacks for Somerset Hollow are different. I believe they may have reflected "Lessons Learned" from the earlier phases of the PUD. The setbacks for Somerset Hollow require 20 feet of total side yard space on a lot, with the flexibility to shift the footprint of the home one way or the other to create some extra space for a driveway or deck on one side of the parcel. The minimum distance the footprint of a home can be from the property line is 2' and the minimum distance between a home on one parcel and the home on the adjacent parcel is 20 feet. The minimum rear yard setback is 20'.

We do not wish to request a change to the Front Yard setback or the Side Yard Driveway setback for Lot 30. We would like to request some flexibility from the HOA Board on the side and rear setbacks. A description of each request and the reasoning for each request follows:

Rear Yard Setback:

Because the Gemperlines would like to have all the main living space on the main floor of the new home on Lot 30, they'd like to maximize the area that the rambler-style home can spread out. When I met with the Architectural Committee members, they expressed that their preference would be for the house to be set back farther on the lot, which would allow for more landscaping in front of the home. To do so, we'd like to request that the rear setback of 25' be reduced to 20' to mirror the setback allowed in Somerset Hollow. Any extra square footage on the main level of the new home in the additional rear 5 feet will not create the appearance of mass that a two-story home would have that is built on the same footprint.



Also, there is recent precedent for allowing a slightly smaller rear yard setback as the HOA Board allowed for the home that is currently under construction on Somerset Farm Lot 66 on Eton Ct. The approximate distance the rear of the new home on Lot 30 would be from the existing home at the east end of Leonard Lane is over 130 feet. Additionally, a 20-foot rear yard setback would place the rear wall of the new home on Lot 30, within about two feet of the rear of the home to the east of Lot 30.

Side Yard Setback:

We are not requesting a difference to the west side yard setback of 10 feet. We would, however, like some flexibility to shift the footprint of the building eastward to create a possible driveway or deck on the west side of the new home on Lot 30, similar to how the CC&R's allow that to be done in Somerset Hollow. We're requesting that the footprint of the building be allowed to be built within 5' of the east property line, rather than 10', which is 3' farther from the property line than the Somerset Hollow setback requirement. The 5' setback, from a building code perspective, still allows for penetrations in the wall, such as windows and doors to give architectural variety to the east wall of the new home on Lot 30. The distance from a wall that is 5' from the east property line would be approximately 24.5 feet from the home on the parcel to the east.

The survey also revealed that a portion of the sidewalk from Lot 31, which is east of Lot 30, encroaches onto Lot 30 by about three feet near the front of the lot. The Gemperlines would propose adding a revocable access easement in favor of Lot 31, so that sidewalk could remain as-is.

We feel that the flexibility to shift the footprint slightly eastward on Lot 30 as can be done in Somerset Hollow is a reasonable accommodation since the encroachment on the west side of Lot 30 was not the Gemperline's fault, and could not have easily been discovered when they were considering buying their home. In speaking about this request with the Architectural Committee members, Andrew Soderquist advised that it would be wise to get the input of the neighbors to the east of Lot 30 to gauge their opinion. Andrew Gemperline spoke with Jay Peck, who is the owner of Lot 31 plus some additional acreage to the south of Lot 31. Mr. Peck seemed open to the idea of the 5-foot setback, but wanted some time to research how that setback might affect his property value. We would like to make the request on the eastern side-yard setback conditional on receiving a letter from Mr. Peck stating that he would not be opposed to it. We'd like the HOA Board to consider the request tonight and understand that their vote on this specific request would be conditional on receiving favor from the eastern neighbor, Mr. Peck.

Conclusion:

In conclusion, most of the requests that we are making can be approved with the HOA President's signature on the mylar of the new parcel map for Lot 30 of the Somerset Farm PUD. I'm listing the specific requests from this letter that we are asking for the HOA Board to approve that we are proposing to include on the new parcel map:

- 1) Consolidation of 1,661 square-foot triangular parcel to the south of Lot 30 in Somerset Farm with Lot 30, to be recorded with the same parcel number as the current Lot 30 parcel.



- 2) Understanding that the new triangular parcel will not be “annexed” into the Somerset Farm PUD.
- 3) Amending the property line between Lot 29 and Lot 30 to follow the exterior wall of the existing home on Lot 29 where it currently encroaches onto Lot 30.
- 4) Creation of a 6’ perpetual exclusive access easement in favor of Lot 29 on the west side of Lot 30 so Lot 29 can access the doors on the east side of the home on Lot 29.
- 5) Creation of a revocable exclusive access easement on the portion of the sidewalk from Lot 31 that encroaches onto Lot 30 near the northeast corner of Lot 30.
- 6) Agreeing to the administrative variance from Farmington City to locate the driveway closer than 6’ from the side property line if necessary.
- 7) Abandonment of existing Public Utility Easement that is currently located on the rear 7’ of Lot 30.
- 8) Addition of a new utility easement for the secondary water main that crosses near the southeast corner of Lot 30 to service Leonard Lane.

The one request we’re making that would not be included on the parcel map is for the HOA Board to agree to the administrative variance from Farmington City to locate the driveway closer than 6’ from the side property line if necessary.

I look forward to meeting with you this evening. Please share any questions or concerns you have with me at the meeting tonight, and I will do my best to address or answer them.

Best Regards,

Greg Wall, MRED
Development Manager
Avenue Consultants
801-716-2475 p • 801-663-1206 m • 801-207-7641 f
gwall@avenueconsultants.com

avenue | CONSULTANTS
www.avenueconsultants.com

CITY COUNCIL AGENDA

For Council Meeting:
March 5, 2019

S U B J E C T: Consideration for Adoption of a Resolution Authorizing the Issuance and Sale of not more than \$1,300,000 Aggregate Principal amount of Excise Tax Revenue Bonds, Series 2019; and Related Matters

ACTION TO BE CONSIDERED:

Approve the Resolution authorizing the issuance and sale of excise tax revenue bonds of not more than \$1,300,000 to finish the 650 W Park.

GENERAL INFORMATION:

See enclosed staff report prepared by Keith Johnson, Assistant City Manager.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Mayor and City Council

From: Keith Johnson, Assistant City Manager

Date: February 27, 2019

Subject: **APPROVE THE RESOLUTION TO BOND TO PAY FOR FINISHING OF THE CONSTRUCTION OF THE 650 WEST PARK.**

RECOMMENDATIONS

Approve the Resolution to issue bonds to pay for the finishing of the 650 West Park. The City does not have the funds available to pay for the finishing of the Park, but the Park will be finished by this June. So it is necessary to have the funding in place now to finish the park.

BACKGROUND

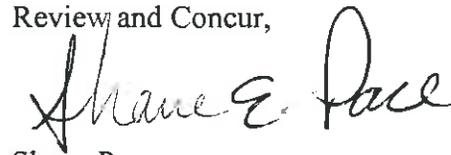
The 650 West Park will be completed by this June. The City has received over \$1 million in park impact fees, which have already been spent to pay for last fiscal year's and this past fall's expenses. The City is not expected to receive any large amounts of impact fees for a year or two, but the Park will be finished and the remaining amount to fund it will be spent by June. With that the City needs to bond for the remaining amount to finish the Park. The City already passed a resolution to issue bonds and now this is the parameters resolution to do so. The City will pay for this bond with Park Impact Fees it collects each year. The City will be short around \$1,100,000 to finish paying for the 650 West Park. The bond resolution sets the amount to be not more than \$1,300,000, which we intend to bond for the \$1,100,000 over a 7 year period.

Respectfully Submitted,



Keith Johnson,
Assistant City Manager

Review and Concur,



Shane Pace,
City Manager

Farmington, Utah

March 5, 2019

The City Council (the "Council") of Farmington City, Utah, met in regular public session at the regular meeting place of the Council in Farmington, Utah, on Tuesday, March 5, 2019, at the hour of 7:00 p.m., with the following members of the Council being present:

Jim Talbot	Mayor
Brett Anderson	Councilmember
Doug Anderson	Councilmember
Alex Leeman	Councilmember
Cory Ritz	Councilmember
Rebecca Wayment	Councilmember

Also present:

Shane Pace	City Manager
Keith Johnson	Assistant City Manager
Holly Gadd	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this March 5, 2019, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. 2019-___

A RESOLUTION OF THE CITY COUNCIL OF FARMINGTON CITY, UTAH (THE "ISSUER"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$1,300,000 AGGREGATE PRINCIPAL AMOUNT OF EXCISE TAX REVENUE BONDS, SERIES 2019; FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE ISSUER THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; PROVIDING FOR THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD AND SETTING OF A PUBLIC HEARING DATE; AUTHORIZING AND APPROVING THE EXECUTION OF AN INDENTURE, A BOND PURCHASE AGREEMENT, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of Farmington City, Utah (the "Issuer") desires to finance all or a portion of the costs of construction of parks and recreation improvements, including baseball diamonds, road improvements and all related improvements (the "Series 2019 Project"), (b) fund any necessary debt service reserve funds, and (c) pay costs of issuance with respect to the Series 2019 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the Issuer desires to issue its Excise Tax Revenue Bonds, Series 2019 (the "Series 2019 Bonds") (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer), pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), this Resolution, and a General Indenture of Trust (the "General Indenture"), and a Supplemental Indenture (the "Supplemental Indenture" and together with the General Indenture, the "Indenture"), with such Indenture in substantially the form presented to the meeting at which this Resolution was adopted and which is attached hereto as Exhibit B; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must give notice of its intent to issue such bonds and hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential

economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Issuer desires to call a public hearing for this purpose and to publish a notice of such hearing with respect to the Series 2019 Bonds, including a notice of bonds to be issued, in compliance with the Act; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase agreement (the "Bond Purchase Agreement"), in substantially the form attached hereto as Exhibit C to be entered into between the Issuer and the purchaser (the "Purchaser") selected by the Issuer for any portion of the Series 2019 Bonds; and

WHEREAS, in order to allow the Issuer flexibility in setting the pricing date of the Series 2019 Bonds to optimize debt service costs to the Issuer, the Council desires to grant to any one of the Mayor or Mayor pro tem (collectively, the "Mayor"), the City Manager or the Assistant City Manager (collectively, the "Designated Officers"), the authority to determine whether the Series 2019 Bonds should be sold, to select the Purchaser, approve the final interest rates, principal amounts, terms, maturities, redemption features, and purchase price at which the Series 2019 Bonds shall be sold, to determine whether the Series 2019 Bonds will be taxable or tax-exempt, and any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters");

NOW, THEREFORE, it is hereby resolved by the City Council of Farmington City, Utah, as follows:

Section 1. For the purpose of financing the Series 2019 Project, (b) funding a deposit to a debt service reserve fund, if necessary, and (c) paying costs of issuance of the Series 2019 Bonds, the Issuer hereby authorizes the issuance of the Series 2019 Bonds which shall be designated "Farmington City, Utah Excise Tax Revenue Bonds, Series 2019" (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the Issuer) in the aggregate principal amount of not to exceed \$1,300,000. The Series 2019 Bonds shall mature in not more than nine (9) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates of not to exceed four and one-half percent (4.5%) per annum, as shall be approved by the Designated Officers, all within the Parameters set forth herein.

Section 2. The Designated Officers are hereby authorized to specify and agree as to the method of sale, the final principal amounts, terms, discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2019 Bonds for and on behalf of the Issuer, provided that such terms are within the Parameters set by this Resolution. The determination of the final terms and redemption provisions for the Series 2019 Bonds by the Designated Officers shall be evidenced by the execution of the Bond Purchase Agreement in substantially the form attached hereto as Exhibit C. The form of the Bond Purchase Agreement is hereby authorized, approved and confirmed.

Section 3. The Indenture and the Bond Purchase Agreement in substantially the forms presented to this meeting and attached hereto as Exhibits B and C, respectively, are hereby authorized, approved, and confirmed. The Mayor and City Recorder are hereby authorized to execute and deliver the Indenture and the Designated Officers are hereby authorized to execute and deliver the Bond Purchase Agreement in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the Issuer, with final terms as may be established by the Designated Officers within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 5 hereof. The Designated Officers are hereby authorized to select the Purchaser.

Section 4. The Designated Officers or other appropriate officials of the Issuer are authorized to make any alterations, changes or additions to the Indenture, the Series 2019 Bonds, the Bond Purchase Agreement, or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2019 Bonds (within the Parameters set by this Resolution), to conform to any applicable bond insurance or reserve instrument or to remove the same, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States.

Section 5. The form, terms, and provisions of the Series 2019 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor and the City Recorder are hereby authorized and directed to execute and seal the Series 2019 Bonds and to deliver said Series 2019 Bonds to the Trustee for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution.

Section 6. The Designated Officers or other appropriate officials of the Issuer are hereby authorized and directed to execute and deliver to the Trustee the written order of the Issuer for authentication and delivery of the Series 2019 Bonds in accordance with the provisions of the Indenture.

Section 7. Upon their issuance, the Series 2019 Bonds will constitute special limited obligations of the Issuer payable solely from and to the extent of the sources set forth in the Series 2019 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2019 Bonds, or any other instrument, shall be construed as creating a general obligation of the Issuer, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the Issuer or its taxing powers.

Section 8. The Designated Officers and other appropriate officials of the Issuer, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the Issuer any or all additional certificates, documents and other papers (including, without limitation, any escrow agreement permitted under the Indenture and tax compliance procedures) and to perform all other acts they may deem necessary or

appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 9. After the Series 2019 Bonds are delivered by the Trustee to the Purchaser and upon receipt of payment therefor, this Resolution shall be and remain irrevocable until the principal of, premium, if any, and interest on the Series 2019 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 10. The Issuer shall hold a public hearing on _____, 2019, to receive input from the public with respect to the issuance of the Series 2019 Bonds issued under the Act, and the potential economic impact that the improvements and/or land acquisition to be financed with the proceeds of the Series 2019 Bonds issued under the Act will have on the private sector, which hearing date shall not be less than fourteen (14) days after notice of the public hearing is first published and such publication shall be made once a week for two consecutive weeks in the Davis County Clipper, a newspaper of general circulation in the Issuer, on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended, and on the Utah Legal Notices website (www.utahlegals.com) created under Section 45-1-101, Utah Code Annotated 1953, as amended. The City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) to be kept on file in the Farmington City offices, for public examination during the regular business hours of the Issuer until at least thirty (30) days from and after the last date of the newspaper publication thereof. The Issuer directs its officers and staff to publish a "Notice of Public Hearing and Bonds to be Issued" in substantially the following form:

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), that on March 5, 2019, the City Council (the "Council") of Farmington City, Utah (the "Issuer"), adopted a resolution (the "Resolution") in which it authorized the issuance of the Issuer's Excise Tax Revenue Bonds, Series 2019 (the "Series 2019 Bonds") (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer), and called a public hearing to receive input from the public with respect to the issuance of that portion of the Series 2019 Bonds issued under the Act and any potential economic impact that the Series 2019 Project described herein to be financed with the proceeds of the Series 2019 Bonds issued under the Act may have on the private sector.

TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on _____, 2019, at the hour of 7:00 p.m. at 160 South Main Street, Farmington, Utah. The purpose of the hearing is to receive input from the public with respect to the issuance of that portion of the Series 2019 Bonds issued under the Act and any potential economic impact that the Series 2019 Project to be financed with the proceeds of that portion of the Series 2019 Bonds issued under the Act may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2019 BONDS

The Series 2019 Bonds will be issued for the purpose of (a) financing all or a portion of the costs of construction of parks and recreation improvements, including baseball diamonds, road improvements and all related improvements (the "Series 2019 Project"), (b) funding any debt service reserve funds, as necessary, and (c) paying costs of issuance of the Series 2019 Bonds.

PARAMETERS OF THE SERIES 2019 BONDS

The Issuer intends to issue the Series 2019 Bonds in the aggregate principal amount of not more than One Million Three Hundred Thousand Dollars (\$1,300,000), to mature in not more than nine (9) years from their date or dates, to be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, and bearing interest at a rate or rates not to exceed four and one-half percent (4.5%) per annum. The Series 2019 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution, a General and a Supplemental Indenture (together, the "Indenture") which were before the Council in substantially final form at the time of the adoption of the Resolution and said Indenture is to be executed by the Issuer in such form and with such changes thereto as shall be approved by the Issuer; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2019 Bonds will not exceed the maximums set forth above. The Issuer reserves the right to not issue the Series 2019 Bonds for any reason and at any time up to the issuance of the Series 2019 Bonds.

SALES AND USE TAXES PROPOSED TO BE PLEDGED

The Issuer proposes to pledge all or any portion of the revenues produced by the municipal energy sales and use taxes and franchise taxes levied by the Issuer (the "Revenues").

OUTSTANDING BONDS SECURED BY PLEDGED TAXES

The Issuer currently has \$_____ of bonds outstanding secured by all or a portion of the Revenues.

OTHER OUTSTANDING BONDS OF THE ISSUER

Additional information regarding the Issuer's outstanding bonds may be found in the Issuer's financial report (the "Financial Report") at: <http://secure.utah.gov/auditor-search/>. For additional information, including any information more recent than as of the date of the Financial Report, please contact Keith Johnson, Assistant City Manager at (801) 451-2383.

TOTAL ESTIMATED COST OF BONDS

Based on the Issuer's current plan of finance and a current estimate of interest rates, the total principal and interest cost of the Series 2019 Bonds to be issued under the Act to finance the Series 2019 Project, if held until maturity, is \$_____.

A copy of the Resolution and the Indenture are on file in the office of Farmington City Recorder, 160 South Main, Farmington, Utah, where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. Monday through Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which (i) any person in interest shall have the right to contest the legality of the Resolution, the Indenture (as it pertains to the Series 2019 Bonds), or the Series 2019 Bonds, or any provision made for the security and payment of the Series 2019 Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever and (ii) registered voters within Farmington City, Utah may sign a written petition requesting an election to authorize the issuance of the Series 2019 Bonds. If written petitions which have been signed by at least 20% of the registered voters of Farmington City, Utah are filed with the Issuer during said 30-day period, the Issuer shall be required to hold an election to obtain voter authorization prior to the issuance of the Series 2019 Bonds. If fewer than 20% of the registered voters of Farmington City, Utah file a written petition during said 30-day period, the Issuer may proceed to issue the Series 2019 Bonds without an election.

DATED this March 5, 2019.

/s/ Holly Gadd
City Recorder

Section 11. [If the Series 2019 Bonds are issued as tax-exempt, for purposes of and in accordance with Section 265 of the Code, the Issuer hereby designates the Series 2019 Bonds as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Issuer reasonably anticipates that the total amount of tax-exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Issuer and by any aggregated issuer during calendar year 2019 will not exceed \$10,000,000. For purposes of this Section, “aggregated issuer” means any entity which, issues obligations on behalf of the Issuer, derives its issuing authority from the Issuer, or is directly or indirectly controlled by the Issuer within the meaning of Treasury Regulation Section 1.150-1(e). The Issuer hereby represents that it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code and the total amount of obligations so designated by the Issuer, and all aggregated issuers for calendar year 2019 does not exceed \$10,000,000.]

Section 12. The Issuer hereby reserves the right to opt not to issue the Series 2019 Bonds for any reason, including without limitation, consideration of the opinions expressed at the public hearing.

Section 13. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 14.

APPROVED AND ADOPTED this March 5, 2019.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Holly Gadd the undersigned City Recorder of Farmington City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the March 5, 2019, public meeting held by the City Council of the City (the "City Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City on _____, 2019, at least twentyfour (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Davis County Clipper on _____, 2019, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2019 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be posted on _____, at the principal office of the City Council, provided to at least one newspaper of general circulation within the City on _____, and published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this March 5, 2019.

(SEAL)

By: _____
City Recorder

SCHEDULE 1
NOTICE OF MEETING

SCHEDULE 2
ANNUAL MEETING SCHEDULE

(attach Proof of Publication of
Notice of Public Hearing and Bonds to be Issued)

EXHIBIT B

FORM OF INDENTURE

(See Transcript Document Nos. __ and __)

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

(See Transcript Document No. __)

CITY COUNCIL AGENDA

For Council Meeting:
March 5, 2019

SUBJECT: Minute Motion Approving Summary Action List

1. Approval of Minutes from February 19, 2019
2. Bill of Sale for the 650 West Tiger Grant Project Improvements
3. Parks Master Plan 2019 Addendum
4. TDR Agreement for Sydney Corner Subdivision
5. Water Impact Fee Analysis Contract
6. Animal Control Contract with Davis County
7. Interlocal Agreement with Davis County for Election Services
8. Justice Court Revenue/Purchase of Equipment
9. New Football Helmets for Recreation Football League
10. Surplus Property – 2003 Ford Explorer

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

FARMINGTON CITY COUNCIL MEETING
FEBRUARY 19, 2019

REGULAR SESSION:

Present: Mayor Jim Talbot, Councilmembers Brett Anderson, Alex Leeman, Rebecca Wayment; City Manager Shane Pace, Assistant City Manager Keith Johnson, Economic Development Director Brigham Mellor, Community Development Director David Petersen, Parks and Recreation Director Neil Miller, Chief of Police Wayne Hansen, Fire Chief Guido Smith, Public Works Director Ray White, City Engineer Chad Boshell, Recording Secretary Brittney Whitecar.

Excused: City Recorder Holly Gadd, Councilmember Cory Ritz, Councilmember Doug Anderson

CALL TO ORDER:

Mayor **Jim Talbot** called the meeting to order at 6:08 p.m.

Roll Call (Opening Comments/Invocation/Pledge of Allegiance)

The invocation was offered by Brett Anderson and the Pledge of Allegiance was led by Rebecca Wayment.

Resolution Declaring Farmington City's Intention to Issue Revenue Bonds to be used to Finance the Costs of Construction of Parks and Recreation Improvements, including Baseball Diamonds, Road Improvements and all related Improvements in the Principal Amount of not to exceed \$1.1 million and Related Matters.

Keith Johnson said the 650 West Park will likely be finished by June 2019. The City is short on impact fees; therefore, needs a bond for \$1.1 million to complete the park. The City will pay back the bond over the next 10 years using impact fees. No fees will be associated with paying the bond off early.

Motion:

Alex Leeman made the motion to approve the resolution to issue a revenue bond to pay for the completion of the 650 West Park. **Brett Anderson** seconded the motion, which was unanimously approved.

Strategic Plan Overview

Keith Johnson passed around copies of the Farmington City Strategic Plan as revised in 2016. The original Strategic Plan was created in 2007 with the collaboration of staff, the City Council, and over 100 citizens. It begins by detailing the strengths of the City; which include Sense of Community, Main Street, Quality of Life, Balance between City and Rural Life, and Good City Employees.

The City goals as listed on the Strategic Plan include **A) Develop a Quality, Unique, Diversified, and Stable Tax Base. B) Provide for Future City Facilities, Equipment, and Recourses. C) Sustain & Enhance**

Farmington's Quality of Life, Sense of Unique Community Balanced with Core Services which include Public Safety, Parks and Infrastructure **D)** Foster and Encourage "Great" City Governance. **E)** Preserve and Enhance the Historic Ambiance of Downtown.

The staff and City Council agree that the City has accomplished some of the goals set in 2016, while some still need to be completed, and others are since obsolete.

General Fund Update

Keith Johnson reviewed the following:

- Revenues/Expenditures
- Proposed Changes in Fees and Taxes
- Fund Balances
- 4 Year Forecast left on 10 Year Forecast

Department Head Presentations

Each of the City Department Heads reviewed the upcoming financial needs within their departments pertaining to updating equipment as well as adding and retaining good staff members.

- Ray White – Public Works
- Guido Smith – Fire
- Wayne Hansen – Police
- Neil Miller – Parks and Recreation
- Chad Boshell – Engineering
- Dave Petersen – Community Development
- Brigham Mellor – Economic Development

City Council Priorities/Strategic Plan Update

- Make Changes and Additions to Plan
 - **Shane Pace** and **Keith Johnson** reviewed the bullet points on the Strategic Plan and gave the staff and Councilmembers a chance to suggest updates.
- Select Items to Focus On
 - Each member of the City Council and all Department Heads suggested items on the Strategic Plan that should be focused on in the near future. The items will be reviewed by City Manager Shane Pace and Assistant City Manager Keith Johnson, and reflect on the Strategic Plan as revised in 2019.

ADJOURNMENT

At 9:15 p.m., **Rebecca Wayment** made a motion to adjourn the meeting, which was seconded by **Brett Anderson**.

Holly Gadd
City Recorder

DRAFT



FARMINGTON CITY

H. JAMES TALBOT
MAYOR
BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL
SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Chad Boshell, City Engineer

Date: March 5, 2019

SUBJECT: CONSIDER APPROVAL OF THE BILL OF SALE FOR THE 650 WEST TIGER GRANT PROJECT IMPROVEMENTS

RECOMMENDATION

Approve the Bill of Sale between UTA and Farmington City for the four Tiger Grant projects associated with the 650 West Sidewalk Project.

BACKGROUND

The Tiger Grant required the City to enter into a Stakeholder Agreement which required the City to execute a Bill of Sale at the end of the improvements which requires the City (Stakeholder) to assume full ownership and maintenance responsibility for the improvements and own and maintain the improvements in a good and workmanlike manner. This Bill of Sale is for the projects associated with the 650 West Sidewalk Project.

SUPPLEMENTAL INFORMATION

1. Bill of Sale (2 copies)

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur

Shane Pace
City Manager

BILL OF SALE

This Bill of Sale is executed and delivered this ___ day of _____ 2019 by and between Utah Transit Authority, a public transit district and political subdivision of the State of Utah ("UTA") and Farmington City, a municipal entity and political subdivision of the State of Utah ("Stakeholder").

RECITALS

WHEREAS, UTA and the Stakeholder entered into a February 6, 2018 Stakeholder Agreement (the "Agreement");

WHEREAS, pursuant to the Agreement, UTA has caused the design and construction of curb cut, crosswalk and sidewalk improvements (referred to as project numbers FAR_ADA_1, FAR_SWK_4, FAR_SWK_7, and FAR_CWI_3 and hereinafter collectively referred to as the "Improvements") on public right of way owned by the Stakeholder;

WHEREAS, Stakeholder has been given the opportunity to inspect the Improvements, as constructed, and has agreed to the final acceptance of such Improvements from UTA's contractor; and

WHEREAS, Stakeholder has agreed to (i) assume full ownership and maintenance responsibility for the Improvements; and (ii) own and maintain the Improvements in a good and workmanlike manner so as to preserve the federal and local investment in the Improvements will last for their full estimated useful life of the Improvements.

AGREEMENT

1. Transfer of Interest. UTA hereby transfers, conveys and assigns to the Stakeholder any and all interest in, and claims to, the Improvements. UTA agrees to either: (a) assign to the Stakeholder all contractual warranties UTA has obtained pursuant to the design and construction contracts for the Improvements; or (b) assist the Stakeholder in the administration and enforcement of such warranties for the Stakeholder's benefit. The election between items (a) and (b) above shall be made in UTA's sole determination.
2. Stakeholder Accepts Condition of Improvements. Except for UTA's specific commitment with respect to warranties as set forth in paragraph 1, Stakeholder hereby accepts the Improvements in an "AS-IS" "WHERE-IS" condition and without any other warranties or guarantees whatsoever.
3. Assumption of Responsibility for Maintenance and Repairs. Except for UTA's specific commitment with respect to warranties as set forth in paragraph 1, Stakeholder hereby assumes all prospective ownership, maintenance responsibility and liability with regard to the Improvements. Stakeholder shall maintain and repair the Improvements in a good and workmanlike manner so as to preserve the federal and local investment in the Improvements will last for their full estimated useful life of the Improvements. Stakeholder shall annually report on the condition of the Improvements as required in the Agreement.

IN WITNESS WHEREOF, UTAH TRANSIT AUTHORITY AND FARMINGTON CITY
HAVE EXECUTED THIS BILL OF SALE EFFECTIVE AS TO THE DATE FIRST SET FORTH
ABOVE

UTAH TRANSIT AUTHORITY

FARMINGTON CITY

By _____
Its _____

By _____
Its _____

By _____
Its _____

Attest

Approved as to Form

By _____
Its _____

UTA Legal Counsel



FARMINGTON CITY

H. JAMES TALBOT
ERIC ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WYMETT
DAVE MILLHEIM

City Council Staff Report

To: Honorable Mayor and City Council
From: Brigham Mellor, Economic Development Director
Date: March 5th, 2019
SUBJECT: **Parks Master Plan 2019 Addendum [addition of the Elm Park/Detention Basin]**

RECOMMENDATION

Move that the City Council approve the enabling ordinance for an addendum to the Leisure Services and Parks Master Plan to include the New Elm Park (approximately 15.6) located at about 500 W 1525 West according to Exhibit A.

BACKGROUND

In the Fall of 2017 the Utah Department of Transportation released the West Davis Corridor Record of Decision. It was at that point it became clear there was no longer time for debate, the park at 1100 west and Glover was going to be impacted by having a highway run right through the middle of it. The City then spent the next year working with UDOT on a solution.

A year later a solution was reached. A piece of ground in the heart of what will be the Farmington North Station Business Park will be the site of the replacement park/detention basin. Per this agreement with the State Department of Transportation regarding the mitigation of the park that will be impacted by the highway, there needs to be an addendum made to the Farmington Parks Master Plan – identifying this park as one of the City's park and recreation amenities – and for future reference in our Parks and Recreation Impact Fee Facilities Plan.

Findings for Approval

1. The action is consistent with the City Council Resolution 2015-35 (the most Recent Update to the Parks and Recreation Capital Impact Fee Facilities Plan)
2. The Park and Detention basin is in concert with the needs and plans outlined in the North Station Small Area Master Plan
3. There are road improvements being done along the north and east of the park that are part of the project area, these road improvements and utility installs are essential for future development in the area.

Supplemental Information

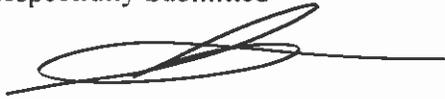
1. General Land Use Plan Map

2. North Station Small Area Master Illustrative UDA Plan

Applicable Ordinances

1. Title 11, Chapter 18 – Mixed Use Districts
2. The 2015 Parks and Recreation Impact Fees Facilities Plan

Respectfully Submitted



Brigham Mellor
Economic Development Director

Concur



Shane Pace
City Manager

FARMINGTON, UTAH

ORDINANCE NO.

AN ORDINANCE TO AMEND THE PARKS MASTER PLAN TO INCLUDE THE ELM PARK/DETENTION BASIN

WHEREAS, Pursuant to the provisions of §10-9a-401 General plan required et seq. of the Utah State statute each municipality shall prepare and adopt a comprehensive, long-range general plan for: (a) present and future needs of the municipality; and (b) growth and development of all or any part of the land within the municipality.

WHEREAS, according to the provisions of §10-9a-406 After the legislative body has adopted a general plan, no street, park, or other public way ground, place, or space, no publicly owned building or structure, and no public utility, whether publicly or privately owned, may be constructed or authorized until and unless it conforms to the current general plan.

WHEREAS, In Farmington the Parks Master Plan is a subset of the City's General Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Council of Farmington City, Utah:

Section 1. The Farmington City Council hereby formally adopts the amendment to the City's Parks Master Plan to include the land newly acquired for the purpose of building the Elm Park/Strom Drain Detention Basin.

Section 2. Effective Date. This ordinance shall take effect immediately.

DATED this 5th day of March, 2019.

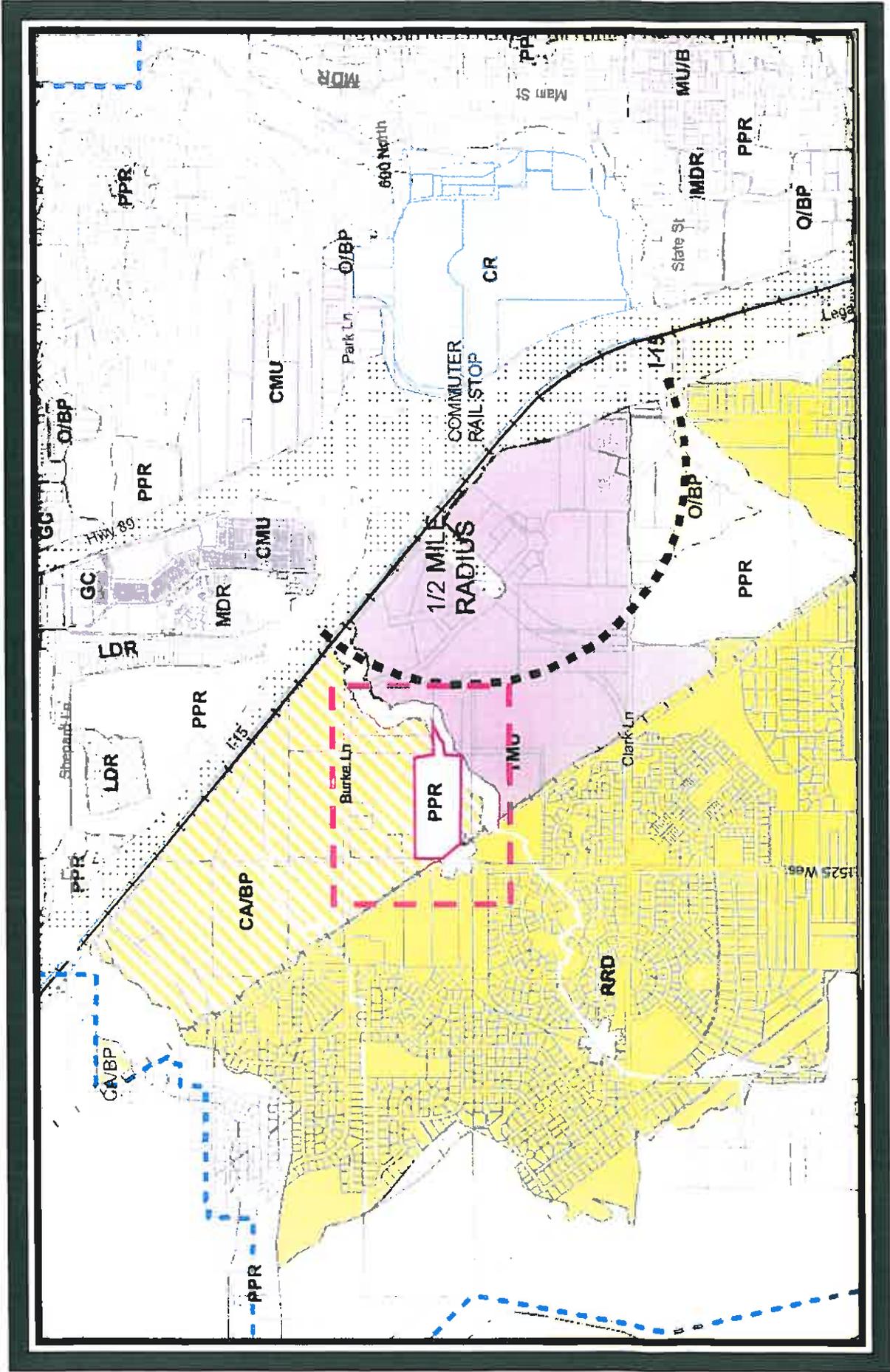
FARMINGTON CITY

ATTEST:

H. James Talbot
Mayor

Holly Gadd
City Recorder

Exhibit A – General Plan Change







FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: March 5, 2019

SUBJECT: **TDR AGREEMENT SYDNEY CORNER SUBDIVISION**

RECOMMENDATION

Move that the City Council approve the enclosed TDR agreement for the Sydney Corner Subdivision.

BACKGROUND

Previously, Dave Millheim worked with Jerry Preston, the developer of the Sydney Corner Subdivision, consisting of 4 lots and located at the southeast corner of Glover's Lane and 650 West, and established a dollar amount for the 3 TDRs related to the project. This amount was reviewed with the City Council. Shane Pace and the current developer, Jeffery Q Johnson, worked through the details of the agreement, which for the most part memorializes the amounts and methodology used earlier.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Shane Pace
City Manager

TDR AGREEMENT
Sydney Corner Subdivision

THIS AGREEMENT is made and entered into this ____ day of February, 2019, by and between Jeffery Q. Johnson, (hereinafter “Owner”) and FARMINGTON CITY, a Utah Municipal Corporation (hereinafter the “City”).

RECITALS

WHEREAS, Owner own property located within Farmington City, which property is located at 641 West Glovers Lane, containing approximately .82 acres (Davis County Tax I.D. #08-080-0102, more particularly described in Exhibit “A”, attached hereto and incorporated herein by this reference (hereinafter the “Property”); and

WHEREAS, Owner’s Property is zoned AE (Agriculture Estates); and Owner desires to develop a subdivision containing 4 lots, known as Sydney Corner Subdivision, and the City approved a minor plat (the “Minor Plat”) for the same on October 18, 2018, which is set forth herein as Exhibit “B”, attached hereto and by this reference made a part hereof (the “Project”); and

WHEREAS, Owner is proposing that 3 of the 4 lots shall consist of transfer lots, or Transfer of Development Right (“TDR”) lots; and

WHEREAS, Section 11-28-240 of the City’s Zoning Ordinance enables the transaction of TDR’s, at the sole discretion of the City, and the City desires to approve such transfer;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. TDR. Concurrent with the execution of this agreement, the City passed resolution attached hereto as Exhibit “C” and by this reference made a part hereof establishing the exchange of 3 TDR’s whereby the sending zone is property owned by the City at (Davis County Tax I.D. #08-076-0116) and the receiving zone is the Property referenced herein.

2. TDR Value and Payment. The value of each TDR is \$8,666.67 the total value of which for all 3 TDR’s is \$26,000.00 (the “TDR Amount”). The owner must pay the TDR Amount to the City prior to the recordation of the final plat (the “Final Plat”) of the Project.

3. Default. This agreement becomes null and void and hereby terminated in the event the City’s approval of the Minor Plat, or Final Plat, expires--the timing of each respective expiration period is set forth in the City’s Subdivision Ordinance.

4. Binding Effect. The covenants contained within this Agreement shall run with the land, shall be recorded with the Davis County Recorder’s Office, and shall be binding upon

the officers, employees, agents, representatives, successors in interest and the assigns of the parties.

5. Assignment. Owner shall not assign this Agreement or any rights or interests herein without the prior written consent of the City, which consent shall not be unreasonably withheld.

6. Notice. Any notices, requests and/or demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to its address shown below:

To the Owners:

Jeffery Q. Johnson

To the City:

Farmington City
Attention: City Manager
160 South Main
P.O. Box 160
Farmington, Utah 84025

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this section.

7. Amendments. Any amendments to this Agreement must be in writing and signed by the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first hereinabove written.

"CITY"
FARMINGTON CITY

By _____
Mayor

ATTEST:

City Recorder

“OWNER”

By: _____

CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, _____, personally appeared before me _____, who being by me duly sworn, did say that he is the Mayor of Farmington City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing at:

OWNERS ACKNOWLEDGEMENT

STATE OF UTAH)
 :ss.
COUNTY OF DAVIS)

On the ____ day of _____, _____, personally appeared before me _____, who being by me duly sworn, did say that they are the record property owner of the subject property and acknowledged to me that they executed the foregoing Agreement.

NOTARY PUBLIC

My Commission Expires:

Residing at:

Exhibit "A"

Property Description

Beginning on the East Line of Tippet's Lane, (650 West) said point being South 00°29'51" East 541.00 feet along the Section Line and North 89°30'09" East 55.00 feet from the Center Quarter Corner of Section 25, Township 3 North, Range 1 West, Salt Lake Base and Meridian and running; thence North 00°29'51" West 164.13 feet along the East Line of Tippet's Lane, (650 West) to an angle point also being also being the south corner of that property deeded to Farmington City recorded as entry number 3070258; thence North 00°11'45" East 149.67 feet continuing along the east line of Tippet's Lane, (650 West) and the east line of said Farmington City Parcel; thence Northeasterly 23.11 feet along the arc of a 15.01 feet-foot radius tangent curve to the right (center bears South 89°48'15" East and the long chord bears North 44°17'58" East 20.89 feet with a central angle of 88°12'27") to and along the south line of Glover's Lane, (925 South); thence North 88°52'51" East 35.09 feet along the south line of Glover's Lane, (925 South) to an angle point; thence North 87°50'02" East 29.44 feet along the south line of Glover's Lane, (925 South) to an angle point; thence South 89°52'59" East 28.85 feet continuing along the south line of Glover's Lane, (925 South) a fence line. thence South 00°12'35" West 330.88 feet along a fence line to a found rebar and cap referenced on a property survey filed as #7095 in the office of the Davis County Surveyor; thence North 89°47'09" West 105.82 feet along the north line of said property survey #7095 to the point of beginning. Contains 35,364 square feet, 0.812 acres.



FARMINGTON CITY

H. JAMES TALBOT
CITY CLERK
BRETT ANDERSON
DOUG ANDERSON
ALEX LEE MAN
CORY RITZ
REBECCA WAYMENT
CITY CLERK
SHANE PACE
CITY CLERK

City Council Staff Report

To: Honorable Mayor and City Council
From: Chad Boshell, City Engineer
Date: March 5, 2019
SUBJECT: WATER IMPACT FEE ANALYSIS

RECOMMENDATION

Award Zions Bank the Water Impact Fee Analysis for the amount of \$6,855.00 to be paid from the Water Impact Fee account.

BACKGROUND

Farmington City is currently in the process of updating its water impact fees, with JUB performing the first step of creating an Impact Fee Facility Plan (IFFP). After the IFFP the next step is to do an Impact Fee Analysis where the actual impact fees are determined. Zions Bank has submitted a proposal to do this analysis and staff recommends that they be awarded the work.

SUPPLEMENTAL INFORMATION

1. Contract (2 copies)

Respectively Submitted

Chad Boshell
City Engineer

Reviewed and Concur

Shane Pace
City Manager

Farmington City

**Proposal For
Water Impact Fee Analysis**

ZIONS  PUBLIC FINANCE, INC.

January 2019



PROPOSAL TO PREPARE A WATER IMPACT FEE ANALYSIS

Zions Public Finance, Inc. (Zions) presents this proposal to Farmington City (the City) to provide a Water Impact Fee Analysis. A brief scope of services is included below.

SCOPE OF WORK: IMPACT FEE ANALYSIS

Zions has developed a methodology for impact fee calculation that first considers each component of the utility such as supply, pumping, and distribution, and then analyzes each component's level of service, capacity to benefit future development, and method of funding to calculate a fair and defensible impact fee.

PROPOSED PROJECT TASKS

The specific tasks for the Water Impact Fee Analysis are as follows.

INITIAL MEETING AND PROJECT PLANNING

The project team will hold an initial meeting with the City to review the project details, including contracts, timeline, and final work product expectations and desires.

We would like to involve all staff that will team with Zions during the course of the project during this initial meeting. This helps facilitate a clear understanding of what will be involved in this process and help things progress quicker. We will have regular progress meetings and other discussions throughout the process.

DATA GATHERING

Information is critical in an impact fee analysis. A detailed list of required information will be prepared and delivered to the City's staff at the start of work. Zions team members will work closely with City staff to assist in the gathering and sharing of information. Historic demand and financial information are the cornerstone of an impact fee analysis, and the more information provided, the easier and quicker the process will be. Zions will describe in detail and provide samples (when available) of required data. If information from outside sources is needed, then Zions will coordinate with the City to request the information.

IMPACT FEE FACILITIES PLAN REVIEW

The professionals at Zions have a great understanding of the Impact Fee Act and the changes in the Act from recent years. Our objective is to provide the City with a fair and legally defensible impact fee. A critical component of the Impact Fee Analysis is the Impact Fee Facilities Plan. We will review the IFFP to make sure the plan:

- a. Provides what is needed to complete a thorough Impact Fee Analysis
- b. Is compliant with the Act and provides the necessary financial analysis.

Zions will assist to the extent possible if changes must to be made to the Impact Fee Facilities Plan.

FACILITATE NOTICING REQUIREMENTS

Noticing must be published on the State Public Notice Website (pmn.utah.gov) indicating that an Impact Fee Facilities Plan and/or Impact Fee Analysis will be prepared or amended. We will team with the City to ensure that noticing is completed within the appropriate time constraints and meeting requirements of the Act.



PROPORTIONATE SHARE EVALUATION

Zions’ professionals will complete an analysis on the proportionate share of costs for existing capacity to be recovered through impact fees, as well as the costs of impacts on capital projects that are reasonably related to new development.

We will also include in the Impact Fee Analysis other potential means (bonding, grants, etc.) of funding public utilities and determine the extent to which future development will contribute to the financing of existing and future improvements.

IMPACT FEE CALCULATION

The highest legally justifiable fee will be calculated in accordance to the Impact Fee Act. The fee will consider all elements from the proportionate share evaluation, any credits (if owed) and will consider time price differential to create equity for fees paid at different times. The fee will also include a consideration for extraordinary costs, if any, that will be incurred to serve new development.

FINAL DOCUMENT PREPARATION

A written Impact Fee Analysis will be provided to the City for public hearing noticing purposes. To the extent desired by the City, the professionals at Zions will attend council meetings, present work product and engage governing bodies in the fee analysis process with education materials and beneficial discussions.

PROPOSED SCHEDULE

Once Zions has received all necessary information the impact fee analysis can be completed within 90 days.

PROPOSED FEE

WATER IMPACT FEE ANALYSIS				
HOURLY RATES	Vice President \$ 150	Analyst \$ 100	Clerical \$ 65	Proposed Fee
Initial Meeting, Data Gathering, and Impact Fee Noticing Procedures	2	1	1	\$ 465
IFFA Review and Impact Fee Modeling	2	5	1	855
Proportionate Share Evaluation	3	5	-	950
Impact Fee Calculation	5	4	-	1,150
Prepare and Distribute Draft IFA and Incorporate Any Changes	5	4	10	1,800
Final Document Preparation	2	2	4	750
Impact Fee Noticing and Public Hearing	4	2	1	865
SUBTOTAL	23	23	17	\$ 6,855

Signed:

Chad Boshell, Farmington City

Susie Becker, Zions Public Finance, Inc.

Dated: ___/___/____

Dated: ___/___/____



FARMINGTON POLICE DEPARTMENT

City Council Staff Report

Chief Wayne D. Hansen

To: Honorable Mayor and City Council

From: Wayne Hansen, Police Chief

Date: February 7, 2019

SUBJECT: ANIMAL CONTROL CONTRACT WITH DAVIS COUNTY

RECOMMENDATIONS

Approve the current amendment for animal control services with Davis County.

BACKGROUND

This amendment is for the 2019 calendar year for animal control services with Davis County. The terms of service have not changed. We do have an increase in cost which is due to a higher number of calls relating to wild animals. This is done on a rolling average and could go up or down each year based on the past years call numbers. We receive good service from Davis County and they are responsive to our needs and concerns.

Included in this contract are services for managing both domestic animal issues as well as certain wildlife related situations that arise from time to time. There is also a provision for upgrading and improving infrastructure at the animal shelter. This is based on a percentage of each city's usage of animal control services and facilities.

Farmington's costs for this contract are as follows:

Domestic Animal services	49739.32
Wild animal services	9579.00
Capital Improvements	2928.36

The yearly total is 62250 which is approximately 2023 over last year. The amendment is included with this report. I recommend that we approve this amendment as written and proposed.

Respectfully Submitted

Handwritten signature of Wayne Hansen in blue ink.

Wayne Hansen
Police Chief

Review and Concur

Handwritten signature of Shane Pace in blue ink.

Shane Pace
City Manager

AMENDMENT NO. 3 TO INTERLOCAL COOPERATION AGREEMENT FOR ANIMAL SERVICES

This Amendment No. 3 to Interlocal Cooperation Agreement for Animal Services (this “Amendment No. 3”) is made and entered into as of January 1, 2019, by and between Davis County, a political subdivision of the state of Utah (the “County”), and Farmington City, a municipal corporation of the state of Utah (the “City”). The County and the City may be collectively referred to as the “Parties” herein.

RECITALS

This Amendment No. 3 is made and entered into by and between the Parties based, in part, upon the following recitals:

- A. In 2016, the Parties entered into an *Interlocal Cooperation Agreement for Animal Services*, which is labeled by the County as Contract No. 2016-232 (the “Agreement”); and
- B. The Parties, through this Amendment No. 3, desire to modify certain terms and/or provisions of the Agreement.

Now, based upon the foregoing, and in consideration of the terms set forth in this Amendment No. 3, the Parties do hereby agree as follows:

- 1. **Exhibit A of the Agreement is replaced in its entirety with the Exhibit A below:**

EXHIBIT A

The City’s 2019 calendar year obligation to the County for service calls, excluding calls for wild nuisance animal pick up and/or euthanization:

<u>Title/Category</u>	<u>Subtitle/Subcategory</u>	<u>Amount</u>
Budgeted 2019 Expenditures by Davis County for Animal Care and Control:	Personnel:	\$1,915,670.01
	Operating:	\$312,275.00
	Capital Equipment:	\$58,100.00
	Allocations:	+ \$135,000.71
	Total Expenditures:	\$2,421,045.72
Projected 2019 Revenues of Davis County Animal Care and Control:	Licenses:	\$220,000.00
	Shelter Fees:	\$180,500.00
	Surgical Fees:	\$42,750.00
	Wildlife Fees:	\$57,139.25
	Donations:	+ \$11,500.00
	Total Revenues:	\$511,889.25
Projected 2019 Expenditures Less Projected 2019 Revenues:		\$2,421,045.72 - \$511,889.25 \$1,909,156.47
Combined Cities’ 50% Obligation:		\$1,909,156.47 x 50% 954,578.24
Average of the City’s Total Billable Calls for 2017 and 2018:		561.00
Average of Combined Cities’ Total Billable Calls for 2017 and 2018:		10,766.50
The City’s 2018 Usage Rate:		561.00 / 10,766.50 5.21%
The City’s 2019 Calendar Year Obligation to the County:		\$49,739.32

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2019 calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services:

Title/Category	Frequency/Amount
The City's Wildlife Calls for 2018:	372
Cost to City for Each Wildlife Call in 2018:	\$25.75
The City's 2019 Calendar Year Obligation to County for Wildlife Calls:	\$9,579.00

The City shall pay its calendar year obligation to the County for wild nuisance animal pick up and/or euthanization calls or services on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

The City's 2019 calendar year obligation to the County for the capital projects fund regarding the Shelter:

Title/Category	Amount
Total of Capital Projects Fund Regarding the Shelter:	\$562,000.00
Combined Cities' Portion of the Capital Projects Fund Regarding the Shelter:	\$281,000.00
2019 Obligation of the Combined Cities:	\$56,200.00
The City's 2018 Usage Rate:	5.21%
The City's 2019 Calendar Year Obligation to the County:	\$2,928.36

The City shall pay the foregoing calendar year obligation to the County on a monthly basis and within thirty calendar days of receipt of a monthly invoice from the County.

2. **Continuing Effect of the Agreement.** Except to the extent specifically modified by this Amendment No. 3, the terms and conditions of the Agreement shall remain in full force and effect.
3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall have the same force and effect as original signatures.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 3 to be signed by their duly authorized representatives on the dates indicated below.

DAVIS COUNTY	FARMINGTON CITY
By: _____ Chair, Board of Davis County Commissioners Date: _____	By: _____ Mayor Date: _____
ATTEST: _____	ATTEST: _____
Davis County Clerk/Auditor Date: _____	City Recorder Date: _____
Reviewed and Approved as to Proper Form and Compliance with Applicable Law: _____	Reviewed and Approved as to Proper Form and Compliance with Applicable Law: _____
Davis County Attorney's Office Date: _____	City Attorney Date: _____



Davis
COUNTY

Animal Care & Control

1422 East 600 North – Fruit Heights, Utah 84037
Telephone: (801) 444-2200 – TDD: (801) 451-3228 – Fax: (801) 444-2212

Date: January 21, 2019

To: Shane Pace, City Administrator City of Farmington

From: Rhett Nicks, Director Davis County Animal Care and Control

RE: 2019 Animal Care and Control Contracts

Mr. Pace,

Enclosed you will find your city's statistics for 2018, two (2) contracts for 2019, and a self-addressed envelope. If you would like to have an original signed contract returned to you please see to it both contracts are signed by your designated executive and returned to the shelter. Contracts will be presented to the Davis County Commission during the last regularly scheduled May 2019 Commission meeting. Contracts received after this date will be presented to the Commission at the convenience of the Director.

This year, 2018, saw an overall 9.42% increase in total calls for service and a 14.14% increase in total wildlife calls. Four (4) jurisdictions saw an average decrease in calls of 4.12%, eleven (11) jurisdictions saw an average increase in calls of 12.43%, and two (2) jurisdictions saw no change in the number of calls. The department investigated four (4) major animal cruelty/neglect cases. Two (2) of which resulted in the surrender of 27 animals (22 livestock, 4 foxes, 1 dog). The department has also:

- investigated 3,213 stray animals
- investigated 1,083 nuisance barking complaints
- investigated 737 bites
- investigated 738 wellness/cruelty complaints
- answered 2,200 wildlife calls

The goals for 2019 are centered on continued improvement in efficiencies and service including a move to 7 day a week field operation and shelter hours of 10AM to 6PM, increased participation in the community starting with a volunteer and foster program, an increase in the communication of metrics with stakeholders, and a continued discussion of the shelter's need to grow and role in the community.

If you have any questions please do not hesitate to contact me.

Rhett Nicks
Director, Animal Care and Control
rnicks@co.davis.ut.us
801-444-2204



Animal Care & Control

1422 East 600 North - Fruit Heights, Utah 84037
Telephone (801) 444-2200 - TDD (801) 451-3228 - Fax: (801) 444-2212

WILDLIFE LOG FOR FARMINGTON

From 01/01/2018 to 12/31/2018

Total	372
BAT	12
BIRD	11
DUCK/GEESE	3
OTHER	19
RACCOON	248
RODENT	4
SKUNK	68
SNAKE	6
SQUIRREL	1



Animal Care & Control

1422 East 600 North - Fruit Heights, Utah 84037
 Telephone: (801) 444-2200 - TDD: (801) 451-3228 - Fax: (801) 444-2212

Activity Report for FARMINGTON

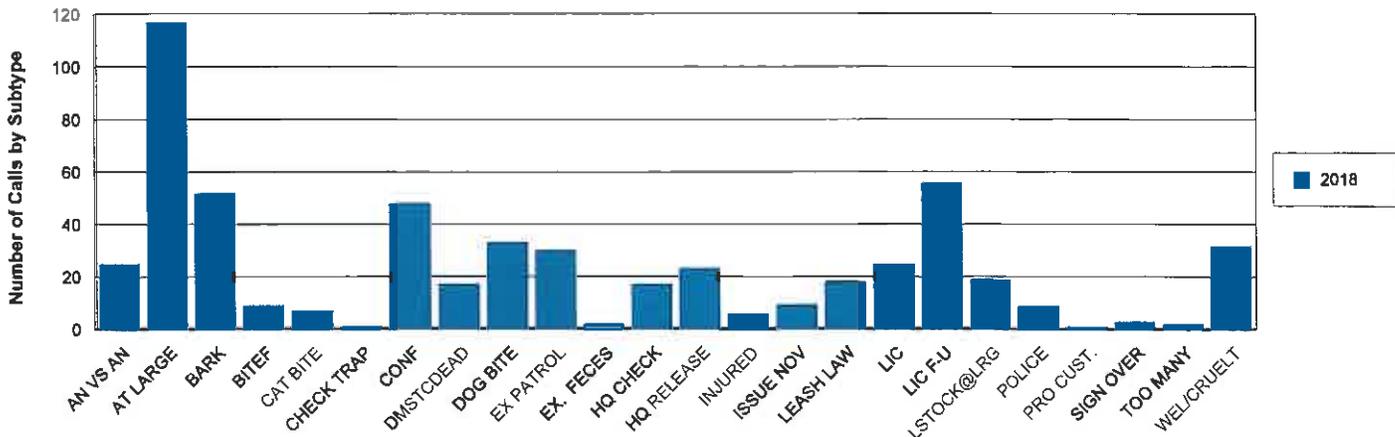
From January 01 to December 31, 2018 compared to 2018

	2018
AN VS AN	25
AT LARGE	117
BARK	52
BITEF	9
CAT BITE	7
CHECK TRAP	1
CONF	48
DMSTCDEAD	17
DOG BITE	33
EX PATROL	30
EX. FECES	2
HQ CHECK	17
HQ RELEASE	23
INJURED	6
ISSUE NOV	9
LEASH LAW	18
LIC	25
LIC F-U	56
LSTOCK@LRG	19
POLICE	9
PRO CUST.	1
SIGN OVER	3
TOO MANY	2
WEL/CRUELTY	32
Total	561

	2017	2018
CITATION	6	3

Activity Subtype

Year to Year Comparison





FARMINGTON CITY

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Holly Gadd, City Recorder

Date: February 15, 2019

Subject: **INTERLOCAL AGREEMENT WITH DAVIS COUNTY FOR ELECTION SERVICES**

RECOMMENDATION

By minute motion, approve the attached Agreement from Davis County outlining the responsibilities of the County and City for the upcoming elections.

BACKGROUND

The City has contracted with Davis County for several past municipal elections. It has worked out very well and has freed up a lot of my time to do other City business.

The voting machines are now obsolete; therefore, this year will be strictly vote-by-mail unless there is an individual requiring special accommodations. In which case a new voting machine designed for this purpose will be available on voting day. Residents may still choose to go to the polling place on Election Day but they will vote on a paper ballot.

The estimated cost will be just under \$19,000 for the General election. If a Primary election is needed it will be an additional \$19,000. If there are Districts on the ballot, it may reduce the election costs. The Districts would have to share in the cost. I recommend that we contract with the County for the 2019 elections.

Respectfully Submitted

Holly Gadd
City Recorder

Review & Concur

Dave Millheim
City Manager

INTERLOCAL COOPERATION AGREEMENT FOR MUNICIPAL ELECTION SERVICES

This Interlocal Cooperation Agreement for Municipal Election Services is made and entered into by and between DAVIS COUNTY, a body corporate and politic of the state of Utah, hereinafter referred to as "County," and FARMINGTON CITY, a municipal corporation of the state of Utah, hereinafter referred to as "City." County and City may be referred to collectively as the "Parties" herein or individually as a "Party" herein.

WITNESSETH:

WHEREAS, pursuant to Sections 20A-1-201.5 and 20A-1-202, *Utah Code Ann.* (1953) as amended, City is authorized and required to hold municipal elections in each odd-numbered year;

WHEREAS, County has equipment and resources needed to carry out an election and is willing to make available the resources and equipment to assist City in holding its municipal primary and general elections in 2019 upon the following terms and conditions; and

WHEREAS, the Parties are authorized by the *Utah Interlocal Cooperation Act* as set forth in Title 11, Chapter 13 (the "Act"), and Section 20A-5-400.1 of the *Utah Code Ann.* (1953) as amended, to enter into this Agreement.

NOW, based upon the foregoing and in consideration of the mutual terms and conditions set forth hereafter, the Parties hereto agree as follows:

1. County agrees to provide to City, if needed for the primary election in August 2019, and if needed for the general election in November 2019, the following:
 - 1.1. Test, program, assemble and make available to City voting machines and poll supplies;
 - 1.2. Provide for delivery and retrieval of voting equipment;
 - 1.3. Polling location management, which includes, but is not necessarily limited to making arrangements for use, ADA compliance survey and contact information;
 - 1.4. Absentee and By-Mail ballot processing, which includes mailing, receiving, signature verification and tabulation;
 - 1.5. Provide electronic ballot files for Optical Scan Ballots printing;
 - 1.6. Provide Information System assistance, which includes, but is not necessarily limited to, election programming, tabulation, programmers and technicians;
 - 1.7. Canvass reports;
 - 1.8. Electronic tabulation results transmitted to the Office of the Lieutenant Governor;
 - 1.9. Provide personnel and technical assistance throughout the election process and equipment and/or supplies required specifically for voting;
 - 1.10. Recruit poll workers; provide training, scheduling, supplies and compensation;
 - 1.11. Publish legal notices, which include, polling locations, sample ballots public demonstration and election results;
 - 1.12. Provide preparation and personnel for the public demonstration of the tabulation equipment;
 - 1.13. If required, in cooperation with the City, conduct an election audit; and
 - 1.14. Store all election returns for the required twenty-two (22) months.

2. City agrees to do the following:
 - 2.1. Provide the Recorder or other designated officer to act as the election officer and assume all duties and responsibilities as outlined by law;
 - 2.2. Enter into a polling location Hold Harmless Agreement, if needed;
 - 2.3. Perform Declaration of Candidacy filing;
 - 2.4. Provide County with ballot information, which includes, but is not necessarily limited to, races, candidates and ballot issues;
 - 2.5. Approve the election plan, which includes, but is not necessarily limited to, accuracy of polling location and precinct assignments, voter turnout percentages, paper ballot quantities, voting machine quantities and poll worker assignments;
 - 2.6. Perform City's legislative body poll worker approval;
 - 2.7. Proof and approve the accuracy of the printed and audio of ballot formats;
 - 2.8. Arrange and conduct election canvass;
 - 2.9. Prepare candidate certificates;
 - 2.10. Perform all other election related duties and responsibilities not outlined in this Agreement but required by law; and
 - 2.11. Pay County repair or replacement costs for damaged voting equipment, which occurs at the polling locations, beyond the normal wear and tear.
3. The Parties each agree to conduct the election according to the statutes, rules, Executive Orders, and Policies of the Lieutenant Governor as the Chief Elections Officer of the state.
4. City agrees to pay County the costs for providing the election equipment, services and supplies in accordance with the election costs schedule, attached hereto, incorporated herein, and made a part hereof as Exhibit "A". The payment by City to County under this Agreement shall be made within thirty (30) days of City receiving an invoice prepared by County relating to this Agreement. If this Agreement is terminated early by either Party, pursuant to the provisions of Section 7 below, City shall pay County for all services rendered by County under this Agreement prior to the date that this Agreement is terminated.
5. The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of the Act (the "Effective Date").
6. This Agreement shall continue in effect until 30 days after the 2019 elections or upon invoicing, whichever occurs later, unless extended or terminated earlier by the Parties.
7. This Agreement may be terminated by any of the following actions:
 - 7.1. The mutual written agreement of the Parties;
 - 7.2. By either Party after any material breach of this Agreement;
 - 7.3. By either Party, with or without cause, 30 days after the terminating Party mails a written notice to terminate this Agreement to the other Party; or
 - 7.4. As otherwise set forth in this Agreement or as permitted by law, ordinance, rule, regulation, or otherwise.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE

PARTIES AND THE PARTIES SHALL EACH HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF ANNUAL APPROPRIATIONS, AS PART OF THE PARTY'S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE PARTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT FURTHER OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

8. The Parties acknowledge, understand, and agree that, for the duration of this Agreement, the Parties are fully and solely responsible for their own actions, activities, and/or business sponsored or conducted.
9. City, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of City (collectively, the "City Representatives"), agrees and promises to indemnify, save and hold harmless County, as well as the County's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "County Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to this Agreement and/or the negligent acts or omissions of City and/or the City Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise.
10. County, for itself, and on behalf of its officers, officials, owners, members, managers, employees, agents, representatives, contractors, volunteers, and/or any person or persons under the supervision, direction, or control of County (collectively, the "County Representatives"), agrees and promises to indemnify, save and hold harmless City, as well as City's officers, officials, employees, agents, representatives, contractors, and volunteers (collectively, the "City Representatives"), from and against any loss, damage, injury, liability, claim, action, cause of action, demand, expense, cost, including defense costs, fee, or otherwise (collectively, the "Claims") that may arise from, may be in connection with, or may relate in any way to the negligent acts or omissions of County and/or the County Representatives, whether or not the Claims are known or unknown, or are in law, equity, or otherwise.
11. The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., *Utah Code Ann.* (1953) as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such Party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act.
12. No separate legal entity is created by this Agreement.
13. This Agreement shall be submitted to the authorized attorney for each Party for review and approval as to form in accordance with applicable provisions of Section 11-13-202.5, *Utah*

Code Ann. (1953) as amended. A duly executed original and/or counterpart of this Agreement shall be filed with the keeper of records of each Party in accordance with Section 11-13-209, *Utah Code Ann.* (1953) as amended.

14. Termination of this Agreement shall not extinguish or prejudice either Party's right to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding indemnification, defense, save or hold harmless, or damages, with respect to any uncured breach or default of or under this Agreement.
15. The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.
16. No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.
17. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement. Neither this Agreement nor any provisions hereof may be supplemented, amended, modified, changed, discharged, or terminated verbally. Rather, this Agreement and all provisions hereof may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.
18. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs,

labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

19. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.
20. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted in accordance with the laws of the state of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims that may only be litigated or resolved in the federal courts) shall have exclusive jurisdiction and be the exclusive venue with respect to any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement, or its formation or validity. The Parties irrevocably submit to the exclusive jurisdiction and exclusive venue of the courts located in the State of Utah as set forth directly above. Anyone who unsuccessfully challenges the enforceability of this clause shall reimburse the prevailing Party for its attorneys' fees, and the Party prevailing in any such dispute shall be awarded its attorneys' fees.
21. If any part or provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such part or provision of this Agreement shall, as to such jurisdiction only, be inoperative, null and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining parts or provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such part or provision in any other jurisdiction. Those parts or provisions of this Agreement, which are not invalid, prohibited, or unenforceable, shall remain in full force and effect.
22. The rights and remedies of the Parties under this Agreement shall be construed cumulatively, and none of the rights and/or remedies under this Agreement shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law, unless specifically set forth herein.
23. This Agreement is entered into by the Parties for the exclusive benefit of the Parties and their respective successors, assigns and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement. Notwithstanding anything herein to the contrary, County is expressly authorized by City to enter into similar agreements with any or all of the other cities, or other governmental or quasi-governmental entities, located within Davis County.

24. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.
25. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to execute the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.
26. Time is of the essence in respect to all parts or provisions of this Agreement, which specify a time performance or otherwise, and the Parties agree to comply with all such times.
27. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

DAVIS COUNTY

Randy B. Elliott, Chair,
Board of Davis County Commissioners
Date: _____

ATTEST:

Curtis Koch
Davis County Clerk/Auditor

The undersigned and authorized attorney of Davis County has reviewed and approved this Agreement as to proper form and compliance with applicable law.

Michael Kendall
Davis County Deputy Attorney

FARMINGTON CITY

Print Name: H James Talbot
Title: Mayor
Date: _____

ATTEST:

Print Name: Holly Gadd
Title: City Recorder

The undersigned and authorized attorney of Farmington City has reviewed and approved this Agreement as to proper form and compliance with applicable law.

Print Name: _____
Title: _____

(Election Costs Schedule)

**2019 General
DAVIS COUNTY ELECTION EXPENSES
Estimate**

<u>Poll Worker Compensation</u>	QTY	COST	TOTAL	Notes
Poll Manager (PM)	1	\$180.00	\$180.00	
Training Course(s)	1	\$50.00	\$50.00	
Assistant Poll Manager	0	\$180.00	\$0.00	
Training Course(s)	0	\$50.00	\$0.00	
Receiving Clerk	2	\$135.00	\$270.00	
Training Course(s)	2	\$35.00	\$70.00	
Provisional Clerk	1	\$135.00	\$135.00	
Training Course(s)	1	\$35.00	\$35.00	
Ballot Clerk	1	\$135.00	\$135.00	
Training Course(s)	1	\$35.00	\$35.00	
Host		\$125.00	\$0.00	
Training Course(s)		\$25.00	\$0.00	
Alternate Poll Workers	1	\$500.00	\$33.33	Shared equally with all cities/districts
Mileage Reimbursement for Poll Manager	0	\$0.00	\$0.00	
			\$923.33	
 <u>Poll Worker Recruitment and Training</u>				
Poll Worker Recruitment and Processing	5	\$8.00	\$40.00	
Training Creation and Preparation (Includes equipment and preparation)	1	\$500.00	\$33.33	Shared with all cities/districts
Poll Worker Handbook and Supplies	5	\$2.89	\$14.45	Or Actual Printing Cost
Poll Worker Training (per person)	5	\$20.00	\$100.00	
		Sub Total	\$187.78	
 <u>Equipment</u>				
Express Vote	1	\$75.00	\$75.00	
Testing Pre and Post election				
Security Seals				
Express Vote Ballot Stock				
Memory Media Programming	1	\$15.00	\$15.00	
DS200	1	\$75.00	\$75.00	
Testing Pre and Post election				
Security Seals				
Report Paper Roll				
Memory Media Programming	1	\$15.00	\$15.00	
Voting Booth Rental	3	\$5.00	\$15.00	
Vote Here Signs (4 per location)	1	\$5.00	\$5.00	
WiFi Connection	1	\$61.00	\$61.00	
Receiving Clerk Electronic Poll Book	2	\$75.00	\$150.00	
Provisional Clerk Electronic Poll Book	1	\$75.00	\$75.00	
Ballot Laptop and Printer	1	\$75.00	\$75.00	
		Sub Total	\$561.00	
 <u>Consumable Supplies</u>				
Ballot Stock (BOD)	481	\$0.20	\$96.28	
Polling Location Supplies	1	\$35.00	\$35.00	(Forms, poll books, instructions, signs, stickers, pens, etc.)
Rover Kits (each)	6	\$25.00	\$150.00	Shared equally by all cities/districts
		Sub Total	\$35.00	
 <u>Administrative Services</u>				
Election Programming	1	\$100.00	\$100.00	
City/District set-up (cities/districts with new recorders/clerks)		\$25.00	\$0.00	
Audio Programming	1	\$25.00	\$25.00	
Public L&A Demonstration (testing, programming & demonstration)	1	\$300.00	\$20.00	Shared equally by all cities/districts
County Rovers Compensation (training & election day - per person)	6	\$500.00	\$200.00	Shared equally by all cities/districts
Election Night Clerk Staff Support	1	\$1,500.00	\$100.00	Shared equally by all cities/districts
Election Night Security	1	\$150.00	\$10.00	Shared equally by all cities/districts
Rovers Training Class	1	\$200.00	\$13.33	Shared equally by all cities/districts
Election Day Help Desk Staff	1	\$450.00	\$30.00	Shared equally by all cities/districts
Pre-Canvas Ballot Issues Audit, if needed	0	\$250.00	\$0.00	
Canvas Preparation	1	\$25.00	\$25.00	
Delivery (per location)	1	\$50.00	\$50.00	
Pickup (per location)	1	\$50.00	\$50.00	
Drop Box Delivery	1	\$50.00	\$50.00	
Drop Box Pick up	1	\$50.00	\$50.00	
Web Support	2	\$75.00	\$10.00	Shared equally by all cities/districts
Provisional Verification	24	\$0.80	\$19.26	
Election Administration Support	1	\$45.00	\$45.00	
Clerk Staff (per-hour for any additional services)	0	\$25.00	\$0.00	
		Sub Total	\$733.33	

By-Mail Supplies and Services

Supplies

By-Mail Outer Envelopes	12156	\$0.06	\$729.36	
By-Mail Inner Return Envelopes	12156	\$0.10	\$1,154.82	
By-Mail Ballots	12156	\$0.28	\$3,403.68	
Test Deck Paper Ballots	1	\$2,898.00	\$207.00	Shared by all cities based upon number of precincts
Printed Inserts for ID requirements	1	\$100.00	\$6.67	Shared equally by all cities/districts

Services

Ballot set-up (per style) By IVS	16	\$1.00	\$16.00	
Database Setup for Ballots By IVS	1	\$500.00	\$33.33	Shared equally by all cities/districts
Database Setup for Integravole (ballot insertion) By IVS	1	\$500.00	\$33.33	Shared equally by all cities/districts
Ballot Preparation Assembly into Envelopes (each sent out) By IVS	12156	\$0.29	\$3,525.24	
Signature Verification and Tabulation (each returned) By County	4377	\$0.40	\$1,750.80	

Postage

Freight to Salt Lake City for Non-Profit Rate Outbound (each)	1	\$3,375.00	\$241.07	Shared by all cities based upon number of precincts
Shipping Envelopes to County	1	\$333.95	\$23.85	Shared by all cities based upon number of precincts
Shipping of Test Ballots	1	\$249.03	\$17.79	Shared by all cities based upon number of precincts
Postage Outbound	12156	\$0.12	\$1,458.72	Actual Postage
Postage In-Bound	4377	\$0.68	\$2,976.36	Actual Postage
Returned Undeliverable	1039	\$0.75	\$779.25	Actual Postage+Processing

Sub Total \$16,357.28

Total Election Expense \$18,797.73
Less District Portion \$0.00
Amount Due From City \$18,797.73



FARMINGTON POLICE DEPARTMENT

City Council Staff Report

Chief Wayne D. Hansen

To: Honorable Mayor and City Council

From: Wayne Hansen, Police Chief

Date: March 5, 2109

SUBJECT: Justice Court Revenue

RECOMMENDATIONS

Approve recommendation for use of funds to purchase equipment

BACKGROUND

As you are aware we recently received a check \$57,737.00 from the Davis County Justice Court. Davis County became aware of a situation that was occurring which led to underpayment of revenue to our city. After becoming aware of this they reviewed past years and forwarded Farmington City a check for the misallocated revenue. In discussions with Keith Johnson we propose using a portion of this funding to purchase various items of police equipment. A list of items is included with this report. We propose using \$29273.42 before June 30, 2019 once approval is granted. This will be a great help and addition for the police department in many ways. If you have any questions please let me know.

Respectfully Submitted

A handwritten signature in black ink that reads "Wayne Hansen".

Wayne Hansen
Police Chief

Review ~~and~~ Concur

A handwritten signature in blue ink that reads "Keith Johnson".

Keith Johnson
Asst. City Manager

Items to purchase	2/7/2019
SWAT Gear	890
1 Ballistic Helmet	891.15
SWAT communications eqpt.	2737.27
K-9 Training Suit	1200- 1500
Replacement Ballistic Vest(6)@1115	6678
Load Bearing Vest/including pouches (17)@365	6205
Shirts <u>51@45.00</u>	2295
AR-15 rifles (1654x3)	4962
Replacement Radar unit(1)	3115
Total	29273.42



F A R M I N G T O N C I T Y

H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Neil Miller, Parks and Recreation Director, Bryan White, Recreation Supervisor
Date: February 20, 2019
SUBJECT: New Football Helmets for Farmington City Recreation Football

RECOMMENDATION

To buy 280 new football helmets and recondition 20 football helmets for \$29,000.00

BACKGROUND

We need to buy new helmets to change the color of our program to comply with the City Council's request to become the Phoenix like the Farmington High School. The majority of the helmets only have two seasons of life left in them. They cannot be reconditioned and painted. We feel that we need to have 300 helmets to cover the program. We have 20 helmets that can be reconditioned (bought in 2017 and 2018) and painted at \$50.00 each for a total of \$1000.00 for the old helmets. The new helmets that we will need to purchase are \$100.00 each and we will need to buy 280 helmets.

We are requesting \$29,000.00 from the Fund Balance for these new football helmets.

Respectfully Submitted

Neil Miller
Parks and Recreation Director

Review and Concur

Keith Johnson
Assistant City Manager



F A R M I N G T O N C I T Y

H. JAMES TALBOT
MAYOR
BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL
SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: Ray White, Public Works Director

Date: February 20, 2019

SUBJECT: SURPLUS PROPERTY – 2003 FORD EXPLORER

RECOMMENDATION:

Request that the City Council declare the following vehicle as surplus and allow us to sell it.

BACKGROUND:

Unit # 814 2003 Ford Explorer VIN # 1FMZU82W03VB47457

We recommend that this vehicle be sold because it has coolant in the engine oil.

Respectfully Submitted,

Ray White
Public Works Director

Review and Concur

Keith Johnson
Assistant City Manager

CITY COUNCIL AGENDA

For Council Meeting:
March 5, 2019

S U B J E C T: Lund Lane Interlocal Agreement with Centerville City

ACTION TO BE CONSIDERED:

Approve the inter-local agreement with Centerville City regarding the present and future improvements of Lund Lane and the on-going operation and maintenance of this right-of-way.

GENERAL INFORMATION:

See enclosed staff report prepared by David Petersen, Community Development Director.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

FARMINGTON CITY



H. JAMES TALBOT
MAYOR

BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMONT
CITY COUNCIL

SHANE PACE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: March 5, 2019

SUBJECT: **Lund Lane Inter-local Agreement**

RECOMMENDATION

Move that the City Council approve the enclosed inter-local agreement with Centerville City regarding the present and future improvements of Lund Lane and the on-going operation and maintenance of this r.o.w.

BACKGROUND

The center of Lund Lane between 200 East (SR 106) and the Frontage Road is the location of the common boundary of both Farmington City and Centerville City. Ivory Homes is now improving a major portion of Lund Lane in conjunction with their recently approved Stonebrook Farm subdivision. Approximately 19 years ago the attorney for both cities (Farmington and Centerville shared the same attorney) drafted an inter-local agreement for Lund Lane, but this draft was never approved. The enclosed agreement is an update of the earlier effort, it provides a framework for improvements to Lund Lane and future on-going operation and maintenance provisions acceptable to staff from both municipalities. The Centerville City Council is now considering the same agreement.

Respectively Submitted

David Petersen
Community Development Director

Review and Concur

Shane Pace
City Manager

**INTERLOCAL COOPERATION AGREEMENT FOR
THE CONSTRUCTION AND MAINTENANCE OF LUND LANE**

This Agreement is made and entered into as of this ____ day of _____, 2019, by and between CENTERVILLE CITY, a Utah municipal corporation, hereinafter referred to as “Centerville,” and FARMINGTON CITY, a Utah municipal corporation, hereinafter referred to as “Farmington.”

WITNESSETH

WHEREAS, a portion of the mutual boundary line between Farmington and Centerville lies at the centerline of 2400 North in Centerville and/or 1700 South in Farmington, also known as “Lund Lane,” leaving a portion of Lund Lane within Farmington and a portion within Centerville, in Davis County, State of Utah, as more particularly described in Exhibit “A,” attached hereto and incorporated herein by this reference; and

WHEREAS, Farmington and Centerville desire to coordinate and cooperate in a joint effort for the installation, construction, maintenance and servicing of that portion of Lund Lane between State Route 106 (also known as Main Street in Centerville and/or 200 East in Farmington) and Frontage Road, a distance of approximately 1,975 feet (hereinafter “Roadway”), to provide for more efficient use of public funds for such purposes; and

WHEREAS, the parties hereby acknowledge and intend for this Agreement to permit the parties to make the most efficient use of their power by enabling them to cooperate on the basis of mutual advantage, thereby enabling them to provide services and facilities in a manner that will accord best with geographical, economic, and other needs of the parties, and for the overall promotion of the general welfare of the public; and

WHEREAS, the parties hereto are empowered and authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act as set forth in *Utah Code Ann.* 11-13-101, *et seq.*;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Existing Conditions of Roadway.** It is hereby acknowledged by the parties that the Roadway is partially improved with asphalt on existing soil. A portion of the Roadway has been improved with curb, gutter and sidewalk improvements adjacent to development, but other areas remain unimproved. Farmington City recently approved the Stonebrook Farms Subdivision final plat and improvement drawings. Further improvements to Lund Lane will be made by the developer in connection with the development of the Stonebrook Farms Subdivision. Some underground utilities are located within the existing right-of-way of the Roadway, including, among other things, a Farmington culinary water line, a Centerville storm drain pipe, and a South Davis Sewer District sanitary sewer line.

2. **Roadway Design.** It is hereby agreed by the parties that the Roadway shall be developed as a minor collector consisting of a sixty-six (66) foot wide right-of-way. The parties further acknowledge that such designation and width of the Roadway is consistent with their respective General Plans. It is anticipated that the installation, construction or expansion of the Roadway shall be performed by developers in conjunction with the development of adjacent or proximate properties. Except as otherwise provided herein, it is agreed that the Roadway, exclusive of parkstrips and sidewalks, shall be designed and constructed in accordance with the Centerville City Engineering and Construction Standards, as adopted and amended by the Centerville, which Standards have been reviewed and found acceptable for development by Farmington, or as otherwise mutually agreed to by the parties or as required by law. Parkstrips and sidewalks shall be designed and installed in accordance with the applicable City Ordinances, Standards and Regulations within which such improvements are installed; e.g., sidewalks and

parkstrips along the Roadway located within Centerville shall be designed and installed in accordance with Centerville Ordinances, Standards and Regulations.

3. **Roadway Dedication.** Any portion of the Roadway required to be dedicated as a public street shall be dedicated to the respective City in which the Roadway or any portion thereof is situated.

4. **Roadway Construction and Maintenance.** Final construction plans for the Roadway, or any new improvement or expansion thereof, shall be submitted to both parties for review and approval. The parties agree to jointly maintain the Roadway, exclusive of curb, gutter, parkstrip and sidewalk improvements, as provided herein. Curb, gutter, parkstrip and sidewalk improvements shall be maintained by the respective City within which such improvements are located. It is anticipated that developers of adjacent or proximate properties will pay for and install their proportionate fair share of the Roadway improvements in connection with development. Additional costs for Roadway improvements, new construction, and engineering design may be paid for by mutual agreement of the parties. Roadway resurfacing, maintenance, and other repairs shall be determined on an as-needed basis by mutual agreement of the parties. Bid processing for such maintenance and repairs shall be determined by mutual agreement of the parties.

5. **Utilities.** Each City shall be responsible for providing, or causing to be provided, the utility services to their respective residents, including, but not limited to: sanitary sewer, culinary water, secondary water and storm drainage. It is anticipated that facilities and improvements for utility services shall be provided, or caused to be provided, by each City (or relevant District) on the respective sides of the Roadway. Any installation, repairs, maintenance or servicing of utility facilities and improvements shall be conducted in accordance with the applicable City Ordinances, Standards and Regulations for the City within which such facilities

and improvements are located; *e.g.*, repairs to utilities located within a portion of the Roadway within Centerville City shall be made in accordance with Centerville City Excavation Permit Ordinances and other applicable Centerville City Ordinances, Standards and Regulations.

6. **Coordination.** Installation and maintenance coordination meetings between Centerville and Farmington will be arranged periodically to review and coordinate Roadway planning and maintenance. The project coordination representatives for the respective parties shall be the City Managers.

7. **Impact Fees.** Impact fees due and owing from property owners or developers of adjacent properties shall be required to be paid to the respective parties hereto for those improvements which are located within the boundaries of each respective City.

8. **Emergency Services.** Centerville and Farmington shall provide police and fire service to areas located within their respective boundaries and shall cooperate as per their prior established cooperation agreements with regard to emergency services.

9. **Notices.** Any notices required or desired to be given hereunder shall be in writing and shall be delivered personally upon the party intended or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below.

To Centerville:

Centerville City
Attn: City Manager
250 North Main Street
Centerville, Utah 84014

To Farmington:

Farmington City
Attn: City Manager
160 South Main
P.O. Box 160
Farmington, Utah 84025

10. **Binding.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective officers, agents, employees, representatives, successors and assigns.

11. **No Fiduciary Relationship Created.** Nothing contained in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

12. **No Separate Legal Entity.** No separate legal entity is created by the terms of this Agreement. The respective City Managers of Centerville and Farmington are hereby empowered to take such cooperative action or undertakings as necessary to administer this Agreement and carry out the terms hereof.

13. **Term.** This Agreement shall extend for a term of not to exceed fifty (50) years from date hereof.

14. **Enacting Resolutions.** Each party to this Agreement shall adopt appropriate resolutions as required by law in conjunction with entering into this Agreement.

15. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and no other promises or understandings pertaining to the subject matter of this Agreement shall be binding upon the parties unless set forth herein.

16. **Amendments.** This Agreement may be amended only in writing signed by the parties.

17. **No Waiver of Immunity.** Officers and employees performing services pursuant to this Agreement shall be deemed to be officers and employees of the party employing their services even if performing functions outside of the territorial limits of such party, and shall be deemed officers and employees of such party under the provisions of the Utah Governmental Immunity Act. Nothing herein shall be construed to waive any of the privileges and immunities

available to either party under the Governmental Immunity Act as set forth in *Utah Code Ann.* §§ 63G-7-101, *et seq.*, as amended.

18. **Indemnification.** Each party shall be responsible for and defend the actions of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement. Centerville agrees to indemnify, release, hold harmless, and defend Farmington from all claims, damages, liabilities, and judgment for injury to persons, loss of life or damage to property occurring because of the negligent acts or omissions of Centerville, its officers or employees, resulting from the operations or acts of Centerville's employees while in performance of the terms of this Agreement. Farmington agrees to indemnify, release, hold harmless, and defend Centerville from all claims, damages, liabilities, and judgment for injury to persons, loss of life or damage to property occurring because of the negligent acts or omissions of Farmington, its officers or employees, resulting from the operations or acts of Farmington's employees while in performance of the terms of this Agreement.

19. **No Third Party Beneficiaries.** This Agreement is not intended to benefit any person or entity not named as a party to this Agreement.

20. **Termination.** Either party may terminate its obligations under the terms of this Agreement by giving the other party sixty (60) days prior written notice of its intent to terminate.

21. **Severability.** If any portion of this Agreement is held to be unenforceable or invalid for any reason by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first set forth above.

ATTEST:

CENTERVILLE CITY

Centerville City Recorder

By: _____
Mayor Clark A. Wilkinson

ATTEST:

FARMINGTON CITY

Farmington City Recorder

By: _____
Mayor H. James Talbot

CENTERVILLE CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On the ____ day of _____, 2019, personally appeared before me **CLARK A. WILKINSON**, who being duly sworn, did say that he is the Mayor of **CENTERVILLE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing at:

FARMINGTON CITY ACKNOWLEDGMENT

STATE OF UTAH)
 : ss
COUNTY OF DAVIS)

On the ____ day of _____, 2019, personally appeared before me **H. JAMES TALBOT**, who being duly sworn, did say that he is the Mayor of **FARMINGTON CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

NOTARY PUBLIC

My Commission Expires:

Residing at:

EXHIBIT "A"
ROADWAY DESCRIPTION

CITY COUNCIL AGENDA

For Council Meeting:
March 5, 2019

S U B J E C T: Burke Lane Road Design Change Order

ACTION TO BE CONSIDERED:

Approve the change order from JUB to include additional items in the design work for Burke Lane in the amount of \$58,425.

GENERAL INFORMATION:

See enclosed staff report prepared by Chad Boshell, City Engineer.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



FARMINGTON CITY

H. JAMES TALBOT
CITY CLERK
BRETT ANDERSON
DOUG ANDERSON
ALEX LEEMAN
CORY RITZ
REBECCA WAYMENT
CITY COUNCIL
SILANE PAUCE
CITY MANAGER

City Council Staff Report

To: Honorable Mayor and City Council
From: Chad Boshell, City Engineer
Date: March 5, 2019
SUBJECT: BURKE LANE ROAD DESIGN CHANGE ORDER

RECOMMENDATION

Approve the change order from JUB to include additional items in the design work for Burke Lane in the amount of \$58,425.

BACKGROUND

In September of 2015 the City hired JUB to design Burke Lane from Station Parkway to 1525 West. JUB has worked on and off on this for the last few years. Due to problems with the master planned Burke Lane Detention Basin the project was put on hold. The City has acquired new land for the detention basin and park and is now ready to finish the design. The work will be paid out of both the storm drain impact fee and transportation impact fee accounts. The City has added the following items to the original scope of work:

1. Design of Weber Basin and Central Davis Sewer Lines - \$7,500
2. Survey Work - \$2,800
3. Wetland Delineation for the Amenti property per the agreement - \$18,600
4. Stream alteration permit - \$2,800
5. Offsite storm drain design - \$900
6. Addition design, plan preparation, bid documents - \$4,500
7. Geotechnical study - \$8,325
8. Cultural Resource Survey - \$3,500

This project will design Burke Lane and establish the flowlines for the offsite storm drain and discharge through the future detention basin and discharge into Shepard Creek. The project will also delineate the wetlands for the Amenti property and the detention basin. The City still needs to acquire engineering services for the design of the detention basin, 575 North, and Commerce Drive from Burke Lane to Shepard Creek.

SUPPLEMENTAL INFORMATION

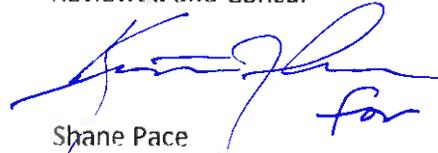
1. Business Park Infrastructure Flow Chart
2. Change Order Proposal (1 copy)

Respectively Submitted



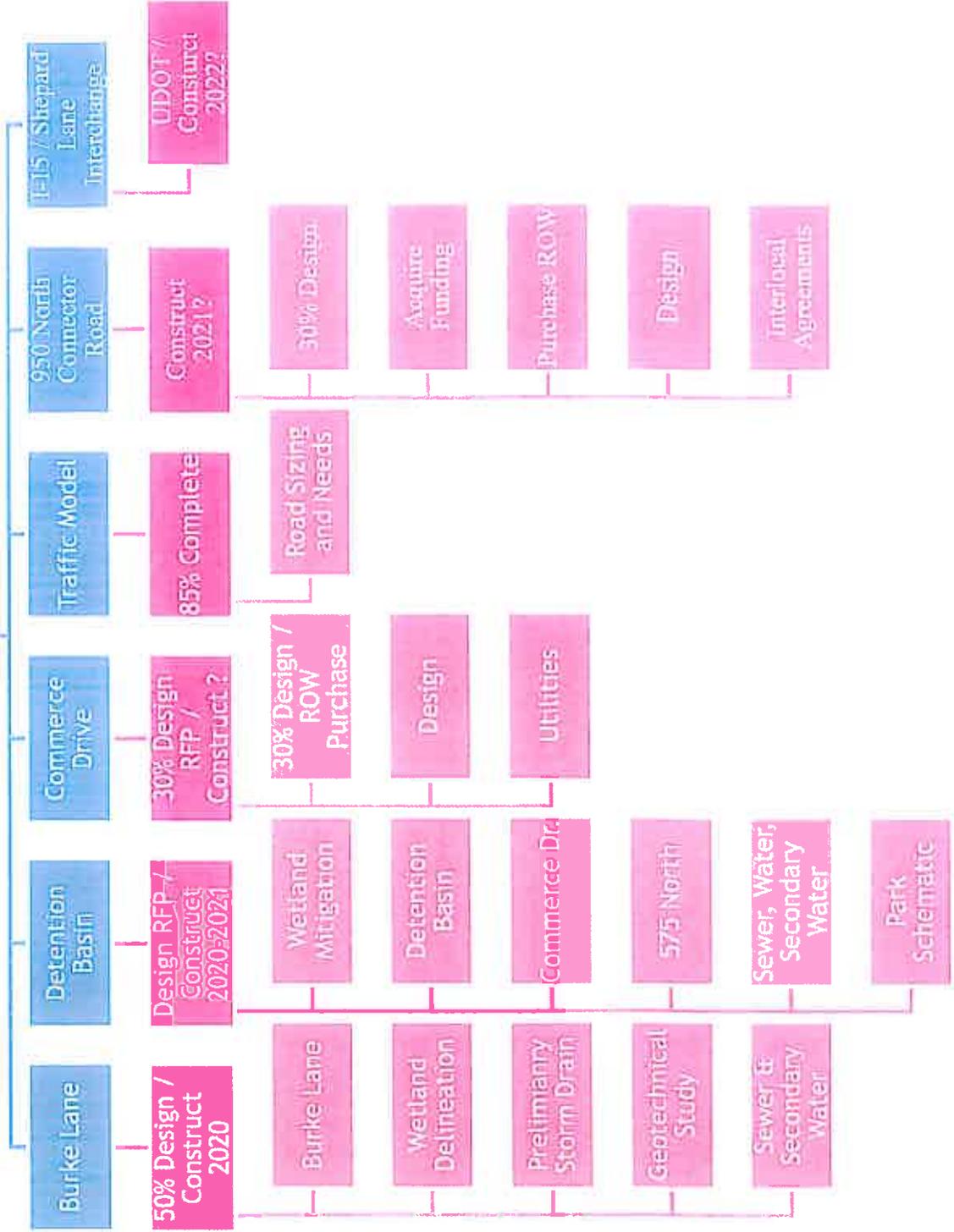
Chad Boshell
City Engineer

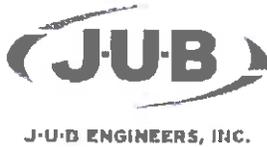
Reviewed and Concur



Shane Pace
City Manager

Business Park Infrastructure





J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

January 23, 2019

Chad Boshell, P.E., City Engineer
Farmington City
720 W. Clark Ln
Farmington, UT 84025

Re: Farmington City – Burke Lane Change Order - Engineering Proposal

Dear Chad:

JUB Engineering has started on work for Burk Lane in 2015. The work was delayed for the city to work out details on the surrounding development. The following information is to finish the work and include a few additional components to the design. This letter is give an estimate of Engineering Fees only and not actual construction fees. Please see attached figure for location.

J-U-B Engineers has recently done similar projects of this magnitude in other areas of northern Utah. We have experience and staff to be able to accomplish the task at hand.

J-U-B proposes to complete the following scope of work under the terms and conditions stated herein, subject to your acceptance of this proposal.

SCOPE

The scope of this proposal is for Burke Lane design. The following tasks describe the work to be completed by J-U-B. This estimate is considered budgetary and may change when actual design is required. Once approval is obtained, a more complete and descriptive scope can be submitted.

Task 100 – Project Management

This task includes the following:

- Bi-weekly coordinating meetings with the City and JUB
- Update emails
- Coordination with CDS
- Coordination with WBW
- Coordination with other utilities

Excluded with this item are any geotechnical work (coming in a separate proposal from Terracon), any meetings with City Commissions or Councils, plats or record of survey information.

Task 200 – Survey Work

Most of the survey is already complete. This item includes minor items:

- Additional survey for roadway improvements recently installed.
- Corner clip descriptions
- Easement description for Storm Drain alignment
- Tie in of Wetland GPS survey Lat/Long to local coordinate system

Excluded with this item are any meetings with city Commissions or Councils, plats or record of survey information.

Task 300 – Wetland Delineation

This task includes a determination of wetlands on the property including:

- Environmental team project management
- Wetland Assessment with GPS survey
- Wetland Delineation Report
- Biological Resources Survey

This delineation will cover both properties, for a total of 53 acres. The wetland delineation report and exhibit will be the only thing prepared for the parcel owned by the private property owner. A separate wetland delineation report, biological assessment will be prepared for the Farmington City parcel. This proposal cost estimate assumes that there will be no consultation required with USFWS. The cost estimate assumes three days of fieldwork with two wetland specialists. Also, the delineation of the private property and the associated extra reporting has added approximately \$4,500 to the cost estimate.

Excluded with this item are Cultural Resource Survey, permitting assistance, mitigation plans, extra meeting with the Corps, or any meetings with the City officials. These items can easily be added if needed.

Task 400 – Stream Alteration Permit

This task includes preparation of a stream alteration permit for storm drain piping near Shepard Creek including:

- Location map
- Application
- Site Plan
- Restoration Plan

Excluded with this item are any application fees (\$500 to the State), any meetings with City officials, any SWPPP information.

Task 500 – Finish Preliminary Storm Drain Design

This task is to finish up the storm drain design, generate information adequate for drainage of Burke Lane, permits for discharge into Shepard Creek, and easement acquisition. Included in this item are:

- Plan Profile of the Storm Drain pipe on Commerce Lane to the stream

- Size Calculations based upon predetermined hydrology calculations. Excluded with this item are Stream Alteration Permit (included elsewhere), hydrology modeling, any meetings with City officials, and SWPPP information.

Task 600 – Plan Preparation for Burke Lane

Much of the alignment for the road is already complete. This item is to complete the plans and make modification for the change in profile due to drainage changes, and inclusion of a future lighted intersection at Commerce. This task includes the following:

- Modification of plan view
- Modification of Profile
- Modification of cross section
- Traffic Light layout design
- Inclusion of profile for storm drain, sewer and pressure irrigation. Water in plan view only.
- Utility plan

Excluded with this item are any geotechnical work, any meetings with City officials, plats or record of survey information.

Task 700 – Specification and Bid documents

This item includes bidding and construction management for each phase independently of the other:

- 100% design Plans
- Specifications and Engineers Estimate

Excluded with this item are materials testing, bid management, construction staking, pay requests, construction management, record drawings, and part time and full time construction observation. These items can be easily added if needed.

SCHEDULE

Following your Notice to Proceed, J-U-B will complete the work over an approximately 2 month period. Delineation work, however, due to it being weather dependent is independent of this schedule.

FEE

J-U-B proposes to complete the work on a time and materials basis, up to the following budgetary amounts:

Task 100 – Project Management	\$7,500
Task 200 – Survey work	\$2,800
Task 300 – Wetland Delineation	\$18,600
Task 400 – Stream Alteration Permit	\$2,800

Task 500 – Finish Preliminary Storm Drain Design	\$900
Task 600 – Plan Preparation for Burke Lane	\$9,500
Task 700 – Specifications and Bid Documents	\$4,500
Total	\$46,600

We look forward to doing this project with you and continuing the great relationship we have with Farmington City.

Sincerely,
J-U-B ENGINEERS, Inc.



Gregory L. Seegmiller, P.E.
Project Manager

January 28, 2019

J-U-B Engineers, Inc.
466 North 900 West
Kaysville, Utah 84037



Attn: Mr. Greg Seegmiller, P.E.
P: (801) 547-0393
E: jseegmiller@jub.com

Re: Proposal for Geotechnical Engineering Services
Farmington City - Burke Lane
Burke Lane
Farmington, Utah
Terracon Proposal No P61195013

Dear Mr. Seegmiller

We appreciate the opportunity to submit this proposal to J-U-B Engineers, Inc. (JUB) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this proposal is **Lump Sum Fee \$8,325**. See Exhibit C for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services to our office.

Sincerely,
Terracon Consultants, Inc.

Charles V. Molthen, P.E.
Geotechnical Department Manager

Rick L. Chesnut, P.E., P.G.
Senior Principal

Terracon Consultants, Inc. 6949 S High Tech Drive, Suite 100 Midvale, Utah 84047
P (801) 545 8500 F (801) 545 8600 terracon.com

Environmental



Facilities



Geotechnical



Materials

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by JUB and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at Burke Lane in Farmington, Utah. The project consists of approximately 2,600 feet of Burke Lane. (See Exhibit D)
Existing Improvements	Existing two-lane roadway with asphalt pavement.
Current Ground Cover	Asphalt pavement, bare soil, and weeds
Existing Topography	Relatively level with general topography sloping west
Site Access	We expect the site, and all exploration locations, are accessible with our truck-mounted drilling equipment.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development indicates subsurface conditions consist of soft clays with interbedded clays.

Planned Construction

Item	Description
Structure	Existing asphaltic concrete county road
Pavement construction	Asphaltic concrete supported on untreated base course
Finished pavement elevation	Near existing pavement surface elevation
Design traffic	Design traffic was not available at the time of the proposal. Traffic will be provided by the client.

EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program consists of the following

Number of Borings	Planned Boring Depth (feet) ^{1,2}	Planned Location
4	10	Planned roadway upgrade

- 1 Below ground surface
- 2 Borings will be excavated to the planned depth.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We will advance soil borings with a truck-mounted drill rig using continuous flight augers (hollow stem augers). Four samples will be obtained in the upper 10 feet of each boring. Soil sampling is typically performed using thin-wall tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

We will obtain a city right-of-way encroachment permit for the planned scope of work prior to beginning field work.

Property Disturbance: We will backfill borings with auger cuttings upon completion. Pavements will be patched with cold-mix asphalt and/or ready mixed concrete, as appropriate. Our services do not include repair of the site beyond backfilling our boreholes, and cold patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole.

Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service BlueStakes of Utah. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are included in our current Scope of Services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The anticipated laboratory testing may include the following:

- Water content
- Unit dry weight
- Atterberg limits
- Grain size analysis
- California Bearing Ratio

- Standard Proctor
- Chemical Analyses – pH, Sulfates, Chloride Ion, Electrical Resistivity

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our *GeoReport*® system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Soil boring logs with field and laboratory data, soil stratification based on visual soil classification

- Groundwater levels observed during the field exploration
- Site Location and Exploraiton Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Pavement section thickness design and construction recommendations
- Subsurface drainage recommendations
- Subgrade preparation/earthwork recommendations.

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations, and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing. for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.



EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration	\$2,950
Private Utility Locate	\$575
Laboratory Testing	\$2,035
Geotechnical Consulting & Reporting	\$2,765
Total	\$8,325

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Lump Sum Fee	Initial for Authorization
Plans and Specifications Review	\$750	
Construction Materials Testing Services	TBD	

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape or crops. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services. If borings are performed when crops are planted, a crop damage agreement should be established between the Client and crop owner prior to subsurface exploration.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.



<i>GeoReport</i> [®] Delivery	Posting Date from Notice to Proceed ^{1, 2}
Project Planning	2 days
Site Characterization	20 days
Geotechnical Engineering	30 days

- 1 Upon receipt of your notice to proceed we will activate the schedule component of our *GeoReport*[®] website with specific, anticipated calendar days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc
- 2 We will maintain a current calendar of activities within our *GeoReport*[®] website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery

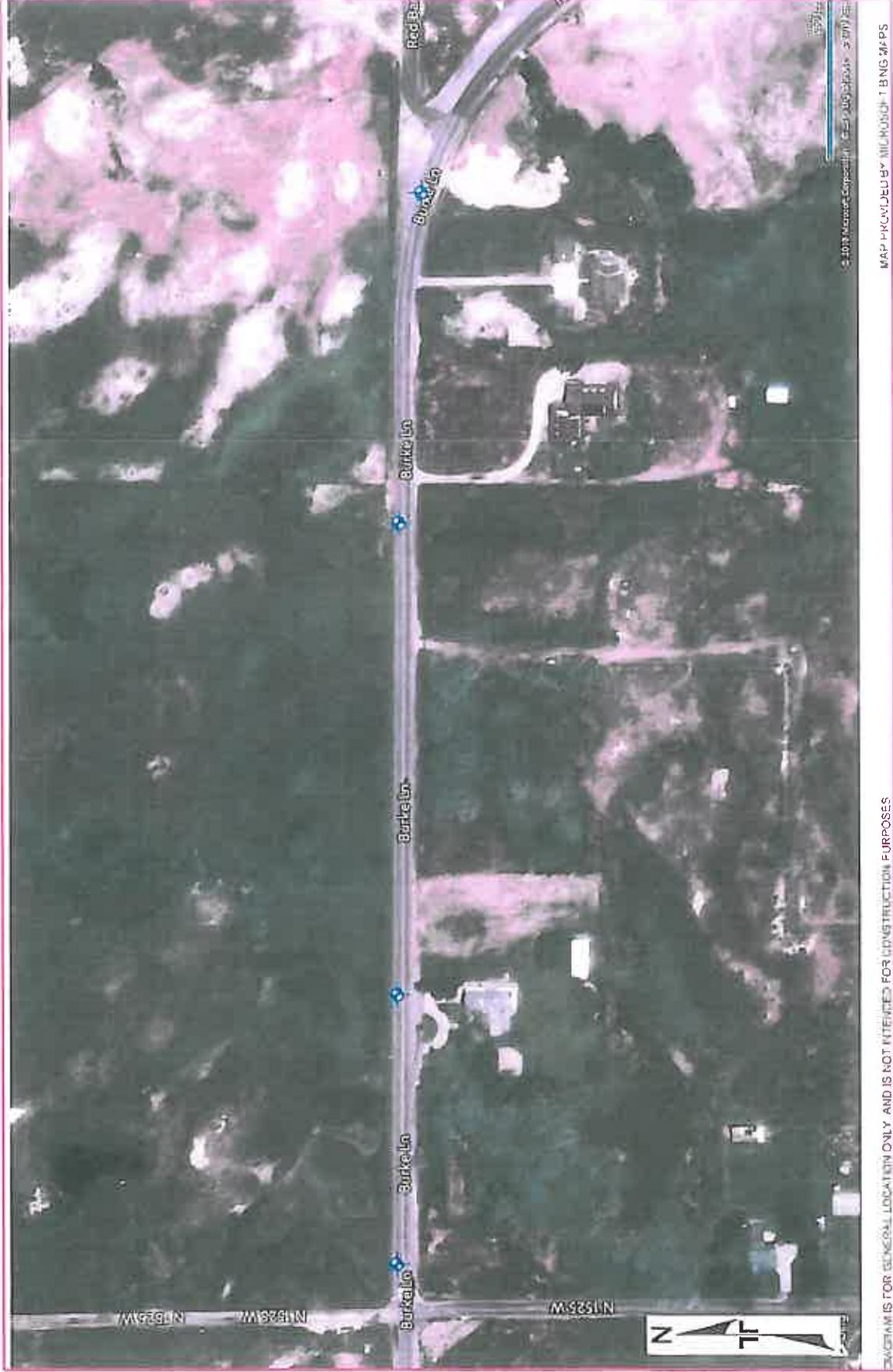
EXHIBIT D – SITE LOCATION
Farmington City - Burke Lane ■ Farmington, Utah
January 28, 2019 ■ Terracon Proposal No. P61195013



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

EXHIBIT E – ANTICIPATED EXPLORATION PLAN
Farmington City - Burke Lane ■ Farmington, Utah
January 28, 2019 ■ Terracon Proposal No. P61195013



CITY COUNCIL AGENDA

For Council Meeting:
March 5, 2019

S U B J E C T: City Manager Report

1. Fire Monthly Activity Report for January
2. Building Activity Report for January

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



Farmington City Fire Department

Monthly Activity Report



January 2019

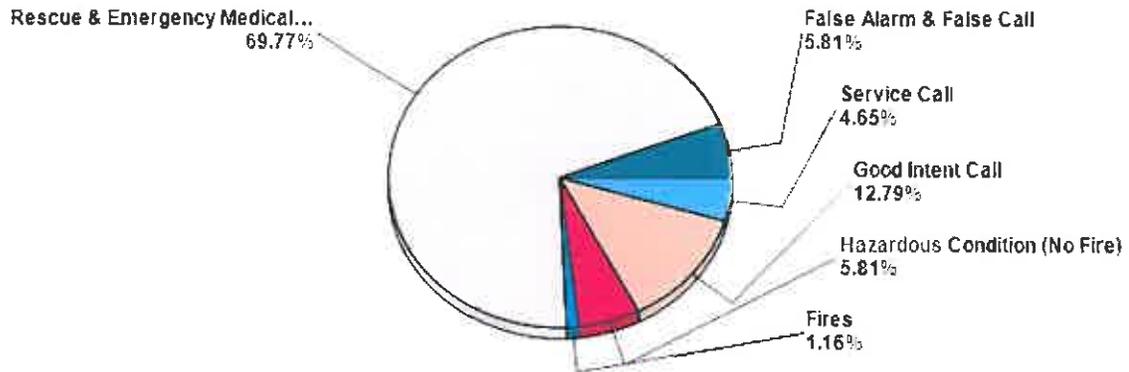


Emergency Services

Fire / Rescue Related Calls: 26
All Fires, Rescues, Haz-Mat, Vehicle Accidents, CO Calls, Brush Fires, EMS Scene Support, False Alarms, etc.

Ambulance / EMS Related Calls: 60 / Transported 36 (60%)
Medicals, Traumatic Incidents, Transfers, CO Calls w/ Symptomatic Patients, Medical Alarms, etc.

Calls Missed / Unable to Adequately Staff: 3 (3%) 3 YTD (3%)
Overlapping Calls: 12 (14%) 12 YTD (14%)



On-Duty Crew / Shift Dynamic Data / January 1st – 31st

Emergent Incident / On-Scene Hours / Month Total: 22.1 Hrs. (Approximate 89 Man Hours)

EMS Transport / Turn-Around Hours / Month Total: 72 Hrs. (Approximate 144 Man Hours)

Urgent EMS Related Response Times (average): 5:22 Min/Sec GOAL 5 minutes or less (+.22)
Urgent Fire Related Response Times (average): 7:38 Min/Sec GOAL 5 minutes or less (+2.38)

<u>Fire Prevention & Inspection Activities</u>	QTY	
New Business Inspections:	-	
Existing Business Inspections:	-	
Re-Inspections:	-	
Fire Plan Reviews & Related:	-	
Consultations & Construction Meetings:	-	
Station Tours & Public Education Sessions:	9	9 YTD
<u>Health, Wellness & Safety Activities</u>	QTY	
Reportable Injuries:	0	0 YTD
Physical Fitness / Gym Membership Participation %:	100%	
Chaplaincy Events:	1	1 YTD
<u>FFD Committees & Process Improvement Activities:</u>		
Process Improvement Program (PIP) Submittals:	1	1 YTD

Monthly Activity Narrative:

Another unusually calm month as January weather remained calm compared to past trends. Moderate temperatures also played a part in limited number of fire related responses. Emergent response times averaged just over 5 minutes for EMS responses and just over 7 minutes for fire responses. January activities included medical responses, vehicle rescues, CO emergencies, and various utility emergencies.

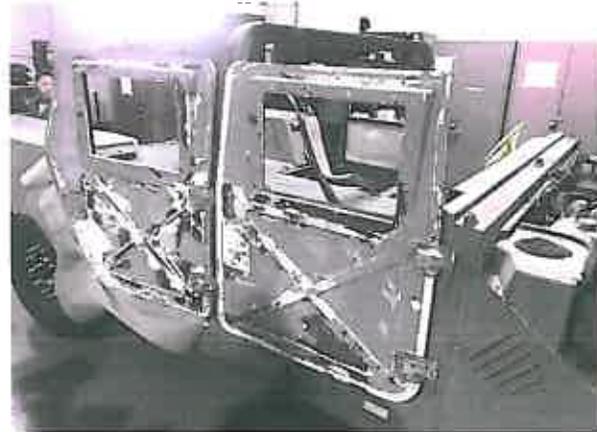
Three percent of calls resulted in “no-staffing” or “short-staffing” of apparatus (on-duty crew attending to other calls and/or part-time staffing not available due to lack of availability). This percentage was attributed (in part) by crews attending to a dozen overlapping calls which overwhelms our existing staffing model. Sixty percent of all Ambulance calls resulted in transporting patients to local hospitals. Transport revenues continue with little predictability due to collection & mandated billing variables. Overtime hours applied to fulltime staff, in an effort to achieve four-handed staffing throughout new year holidays in addition to attending Winter Fire School in St. George.

We placed our new Ambulance into service with great success and received positive media attention via Standard Examiner and KSL Channel 5 News – see attached. Monthly training encompassed a variety of Fire & EMS topics to include: Monthly Officer & Leadership Training, Building & Construction, Annual Blood borne Pathogens, Extrication & Hybrid Vehicles, IO Access, Aerial Operations, Safety Concept Ambulance Operations and Winter Fire School. Our fire station encountered minor flooding after a water pipe broke inside a wall. Repair work turned over to URMMA via claim. Repairs should be completed mid-February. FFD was able to secure final components to an FEPP vehicle (Hummer) that will replace a retired / repurposed police vehicle. This lightly used Hummer (with only a few thousand miles) will serve multiple primary uses to include: Public Education – Fire Wise, Fire Corps, Safe Kids Coalition and Zero Fatalities in addition to Fire Inspector Vehicle, Fire Patrol and Quick Attack (seasonal). Secondary applications include: Trailer Hauler and Inclement Weather / Disaster Response. This apparatus, in addition to our FEPP Mass Casualty (MCI) trailer, should be painted and placed into service early March. Overall costs savings are in the tens of thousands of dollars with much of our conversion investment to be returned via regional emergency preparedness funds.

Please feel free to visit or contact myself at your convenience with questions, comments or concerns: Office (801) 939-9260 or email gsmith@farmington.utah.gov

Guido Smith
Fire Chief

January 2018 Photos: New Safety Concept Ambulance (as featured in the S.E. and KSL News), Station Water Damage Repair, FEOP Apparatus (Hummer and MCI Trailer Prep and Paint at UAW Freeport Center)





Farmington fire department gets cutting-edge ambulance to make paramedics, patients safer

FARMINGTON — A firefighter and paramedic, Jason Anderson may be young and relatively new, but it doesn't take long to experience a variety of calls. Sometimes in the rush to get people the medical care they need, he says things can get a bit dicey.

"I've many times had to get out of my seatbelt with a needle, and kneel down here to get a good hold of their arm," Anderson said. "We're moving at 60, 70 miles an hour. I have a needle, and I'm trying to take care of (a) patient."

Anderson, along with many of his fellow firefighters are hopeful his department's newest ambulance will help set the safety standard higher. The high-tech vehicle, currently only used in about a couple dozen areas around the country, is intended to reduce injuries to paramedics and get patients to hospitals safer.

Anderson said that road speeds and hazards aside, crashes can prove especially dangerous to paramedics, standing or kneeling over a patient. He said the new ambulance has made the job much more comfortable.

"I, personally, was really excited because I'm still new, and I have a family, too, that I want to return home to," Anderson said. "When you get t-boned, and when you're standing up, you're rolling all over the ambulance."

In addition to adjustable bucket-seats, with safety belts, the ambulance is designed so that everything emergency medical technicians could need is well within arm's reach. There's also a device that can perform CPR while everyone remains bucked in.

"CPR is really exhausting and you can only do it for a couple of minutes at a time before you need to switch out," Anderson said, adding that performing CPR while moving only adds to the challenge. "We never have to get out of a seatbelt (now) and put our lives in jeopardy to get a piece of equipment to keep our patients safe."

EMT and firefighter Jason Anderson demonstrates how a robotic lift system easily brings patients in and out of the back of the ambulance on Tuesday, Jan. 29, 2019. (Photo: KSL TV)

The ambulance also features a lift system that easily loads gurneys with patients in and out of the back. Large air tanks also have hydraulic support.

“A lot of firefighters have back issues from the lifting process of lifting patients in and out of ambulances,” Captain Richard Love explained. “The safer we can keep our employees, the better off they are, and the longer that they can stay with us.”

Fire Chief Guido Smith said the newer ambulances cost around \$200,000, though Farmington City bought theirs from a demo model for a reduced price — around \$160,000 — which he said is around the same price as a standard ambulance.

A camera in the back of Farmington City's newest ambulance allows the driver to keep an eye on how his fellow EMTs and patients are doing. (Photo: KSL TV)

Love said his department is hopeful ambulances, like their newest one, will eventually help change safety standards, industry-wide.

“Eventually, I think it will be what everyone is running,” Love said. “We’re hoping that it will prolong the amount of time the firefighters can actually be firefighters, without having issues with their backs and health problems, and things like that.”

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Month of January 2019	BUILDING ACTIVITY REPORT - JULY 2018 THRU JUNE 2019				
RESIDENTIAL	PERMITS THIS MONTH	DWELLING UNITS THIS MONTH	VALUATION	PERMITS YEAR TO DATE	DWELLING UNITS YEAR TO DATE
NEW CONSTRUCTION *****					
SINGLE FAMILY	4	4	\$1,098,843.34	302	302
DUPLEX	0	0	\$0.00	0	0
MULTIPLE DWELLING	0	0	\$0.00	269	269
CARPORIT/GARAGE	0		\$0.00	19	
OTHER RESIDENTIAL	0	0	\$0.00	18	18
SUB-TOTAL	4	4	\$1,098,843.34	608	589
REMODELS / ALTERATION / ADDITIONS *****					
BASEMENT FINISH	6		\$49,997.00	73	
ADDITIONS/REMODELS	3		\$92,500.00	79	
SWIMMING POOLS/SPAS	1		\$39,969.00	34	
OTHER	24		\$309,489.45	799	
SUB-TOTAL	34		\$491,955.45	985	
NON-RESIDENTIAL - NEW CONSTRUCTION *****					
COMMERCIAL	0		\$0.00	18	
PUBLIC/INSTITUTIONAL	0		\$0.00	7	
CHURCHES	0		\$0.00	1	
OTHER	0		\$0.00	21	
SUB-TOTAL	0		\$0.00	47	
REMODELS / ALTERATIONS / ADDITIONS - NON-RESIDENTIAL *****					
COMMERCIAL/INDUSTRIAL	4		\$668,754.00	58	
OFFICE	0		\$0.00	19	
PUBLIC/INSTITUTIONAL	0		\$0.00	1	
CHURCHES	0		\$0.00	0	
OTHER	1		\$2,500.00	7	
SUB-TOTAL	5		\$ 671,254.00	85	
MISCELLANEOUS - NON-RESIDENTIAL *****					
MISC.	0		\$0.00	77	
SUB-TOTAL	0		\$0.00	77	
TOTALS	43	0	\$2,262,052.79	1802	0

CITY COUNCIL AGENDA

For Council Meeting:
March 5, 2019

SUBJECT: Mayor Talbot & City Council Reports

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.